DOC # 773290

11/03/2010 10:42AM Deputy: DW
OFFICIAL RECORD
Requested By:
LSI -AQUA
Douglas County - NV
Karen Ellison - Recorder
Page: 1 of 5 Fee: 18.00
BK-1110 PG-866 RPTT: 0.00

A.P.N.: 1320-35-002-014
Recording Requested by: LSI
When Recorded Return to:

Attn: Custom Recording Solutions 2550 North Red Hill Avenue Santa Ana, California 92705

800-756-3524

Order Number: 9516830

applies.

SUBORDINATION AGREEMENT

(Title Of Document)

| \bowtie | I the undersigned hereby affirm that this document submitted for recording does |
|--|---|
| | not contain the social security number of any person or persons (Per NRS |
| | 239B.030) |
| | -OR- |
| | I the undersigned hereby affirm that this document submitted for recording |
| _ | contains social security number of a person or persons as required by law: |
| and the same of th | |
| | (State specific law) |
| | |
| | |
| | Recording Coordinator |
| | Signature Title |
| | Victor Benito |
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This page is added to provide additional information required by NRS 111.312 Sections 1-2. This cover page must be typed or printed. Additional recording fee

773290 Page: 2 of 5 11/03/2010

BK-1110 PG-867

Assessor's Parcel Number: 1320-35-002-014

Recording Requested By/Return To:

Wells Fargo P.O. Box 31557 MAC B6955-013 Billings, MT 59107-90900

This Instrument Prepared by:

Wells Fargo P.O. Box 4149 MAC P6051-019 Portland, OR 97208-4149 1-800-945-3056

[Space Above This Line for Recording Data]

Account #: XXX-XXX8320-0001 Reference Number: 460760982019514

SUBORDINATION AGREEMENT SHORT FORM OPEN-END DEED OF TRUST

Effective Date: 8/12/2010

Owner(s): DOUGLAS L LEET

KAREN L LEET

Current Lien Amount: \$50,000.00.

Senior Lender: Wells Fargo Bank, N. A.

Subordinating Lender: Wells Fargo Bank, N.A.

If Wells Fargo Bank, N.A. is subordinating to Wells Fargo Bank, N.A., this document is notice that the lien securing the loan or line of credit serviced by the Wells Fargo Bank Home Equity Group is subordinated to the first lien loan being originated or modified by the Wells Fargo Home Mortgage Group.

Trustee: AMERICAN SECURITIES COMPANY OF NEVADA

Property Address: 1541 WILLOW CREEK LANE, GARDNERVILLE, NV 89410-0000

3290 Page: 3 of 5 11/03/2010

BK-1110 PG-868

THIS AGREEMENT (the "Agreement"), effective as of the Effective Date above, is made by and among the Subordinating Lender, Owners and the Senior Lender named above. .

DOUGLAS L. LEET AND KAREN L. LEET, HUSBAND AND WIFE (individually and collectively the "Owner") own the real property located at the above Property Address (the "Property").

The Subordinating Lender has an interest in the Property by virtue of a Short Form Open-End Deed of Trust given by the Owner, covering that real property, more particularly described as follows:

See Exhibit A

Ro orded: 3/19/2008 which document is dated the 12th day of March, 2008, which was filed in Instrument # 308 at page 3967 (or as No. 719854) of the Official Records in the Office of the Recorder of the County of Douglas, State of Nevada (the "Existing Security Instrument"). The Existing Security Instrument secures repayment of a debt evidenced by a note or a line of credit agreement extended to DOUGLAS L LEET and KAREN L LEET (individually and collectively "Borrower") by the Subordinating Lender.

The Senior Lender has agreed to make a new loan or amend an existing loan in the original principal amount NOT to exceed \$274,388.00 (the "New Loan or Amended Loan"), provided that the New Loan or Amended Loan is secured by a first lien mortgage on the Property (the "New Security Instrument") in favor of the Senior Lender. If the New Loan or Amended Loan exceeds this amount, the Subordination Agreement is VOID.

To be recorded concurrently with Deed of Trust noted whale

The Subordinating Lender is willing to subordinate the lien of the Existing Security Instrument to the lien of the New Security Instrument under the terms set forth in this Agreement.

NOW, THEREFORE, for and in consideration of the above recitals, the covenants herein contained, and for good and valuable consideration, the receipt of which is hereby acknowledged, the parties agree as follows:

A. Agreement to Subordinate

Subordinating Lender and Trustee, if applicable, hereby subordinates the lien of the Existing Security Instrument, and all of its modifications, extensions and renewals, to the lien of the New Security Instrument. This Agreement is effective as to any sum whose repayment is presently secured or which may in the future be secured by the Existing Security Instrument.

B. Appointment of Substitute Trustee If Applicable

The Existing Security Instrument names N/A, as Trustee and the Subordinating Lender as Beneficiary. The Existing Security Instrument provides that the Subordinating Lender may designate and appoint a substitute Trustee in place of any other trustee by an instrument recorded among the appropriate land records.

The Subordinating Lender hereby removes N/A as Trustee and designates and appoints N/A as substitute Trustee with the same powers and duties as were originally vested in the Original Trustee under the Existing Security Instrument.

C. General Terms and Conditions

Binding Effect - This Agreement shall be binding upon and inure to the benefit of the respective heirs, legal representatives, successors and assigns of the parties hereto and all of those holding title under any of them.

Nonwaiver - This Agreement may not be changed or terminated orally. No indulgence, waiver, election or non-election by New Lender or the trustee(s) under the New Security Instrument or related documents shall affect this Agreement.

BK-1110 PG-869 773290 Page: 4 of 5 11/03/2010

Severability – The invalidity or unenforceability of any portion of this Agreement shall not affect the remaining provisions and portions of this Agreement.

D. Signatures and Acknowledgements

The Subordinating Lender, through its authorized officer, and the Trustee if applicable, individually or through its authorized officer or other representative, have each set their hand and seal as of the Effective Date above unless otherwise indicated.

| SUBORDINATING LENDER: | |
|--|---|
| Wells Fargo Bank, N.A. | |
| Ву | 8/12/2010 |
| (Signature) | Date |
| Barbara Edwards | |
| (Printed Name) | |
| W-1-Dimeter | |
| Work Director (Title) | |
| (1100) | |
| | |
| | |
| | |
| . / | |
| FOR NOTARIZATION OF LENDER PER | RSONNEL |
| STATE OF Oregon) | |
|)ss. | |
| COUNTY OF Washington) | |
| ((| / / ~ |
| | |
| 111 | acknowledged before me, a notary public or other official qualified to |
| administer oaths this 12 day of Hua, | 20/0, by Barbara Edwards, as Work Director of the |
| Subordinating Lender named above, on behal | f of said Subordinating Lender pursuant to authority granted by its to me or has produced satisfactory proof of his/her identity. |
| | to lie of has produced satisfactory proof of his/hor identity. |
| Kebeccaliley | (Notary Public) |
| Rebecca A. Orey | OFFICIAL SEAL |
| RESELECT TO DIEY | REBECCA A. DREY NOTARY PUBLIC-OREGON |
| | COMMISSION NO. 448289 MY COMMISSION EXPIRES JANUARY 02, 2014 (|
| | W WA COMMISSION ENLIGED THAT ALL ASSESSED. |



BK-1110

PG-870

Order ID: 9516830 Loan No.: 0311762884

EXHIBIT A LEGAL DESCRIPTION

The following described property:

Lot 6, in Block A, as shown on the Map of Willow Creek, filed for Record the Office of the County Recorder of Douglas County, State of Nevada, on June 30, 1992, in Book 692, Page 5954, as Document No. 282394.

Assessor's Parcel Number: 1320-35-002-014

