DOC # 775050

12/07/2010 02:58PM Deputy: DW
OFFICIAL RECORD
Requested By:
LSI -AQUA
Douglas County - NV
Karen Ellison - Recorder
Page: 1 of 5 Fee: 18.00
BK-1210 PG-1773 RPTT: 0.00

A.P.N.: 142007813008

Recording Requested by: LSI When Recorded Return to: Custom Recording Solutions 2550 N. Red Hill Ave. Santa Ana, CA 92705 (800) 756-3524, ext 5011

CRS No.: 10131791

applies.

# **Subordination Agreement**

(Title of Document)

$\boxtimes$	I, the undersigned, hereby affirm that this document submitted for recording does
<del></del>	not contain the social security number of any person or persons (per NRS
	239B.030)
	13004 -OR-
	I, the undersigned, hereby affirm that this document submitted for recording does
	contain the social security number of a person or persons as required by law:
and the same of th	
and the second	(state specific law)
and the same of th	
	Recording Coordinator
•	Signature Title
	Brad Cline
<b>V</b>	
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The same of	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

PG-1774

775050 Page: 2 of 5 12/07/2010

BK-1210

Assessor's Parcel Number: 1420-07-813-008

## 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]

Reference Number: 9020058129 Account #: XXX-XXX-XXX4053-1998

## SUBORDINATION AGREEMENT **DEED OF TRUST**

Effective Date: 10/12/2010

Owner(s): MARY WHEELER

Current Lien Amount: \$25,000.00.

Wells Fargo Bank, N. A. Senior Lender:

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.

AMERICAN SECURITIES COMPANY OF NEVADA Trustee:

Property Address: 985 DESERT DR, CARSON CITY, NV 89705

775050 Page: 3 of 5 12/07/20:

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.

MARY WHEELER, AN UNMARRIED WOMAN (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 Deed of Trust given by the Owner, covering that real property, more particularly described as follows:

#### See Exhibit A

which document is dated the 6th day of February, 2004, which was filed in Book 0304 at page 00284 (or as No. 0606015) 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 MARY C WHEELER (individually and collectively "Borrower") by the Subordinating Lender. Records 311/2004

The Senior Lender has agreed to make a new loan or amend an existing loan in the original principal amount NOT to exceed \$100,883.00 (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.

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.

775050 Page: 4 of 5 12/07/2010

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.	
By DU	10/12/2010
(Signature)	Date
( 5	
Barbara Edwards	\ \ \ \
(Printed Name)	
Work Director	
(Title)	<del></del> ) )
(Into)	/ /
	/ /
	· /
FOR NOTARIZATION OF LENDER PERSONNEL	
STATE OF Oregon	
)ss.	
COUNTY OF Washington )	•
The Course College of Asset As	
The foregoing Subordination Agreement was acknowledged before me,	
administer oaths this Aday of Oct., 2010, by Barbar	a Edwards, as Work Director of the
Subordinating Lender named above, on behalf of said Subordinating Le	
Board of Directors. S/he is personally known to me or has produced sat	istactory proof of his/her identity.
Kehottatiley (Notary Public)	
Rebecca A. Drey	Rebecca A. Drey
rebect #. Dieg	OFFICIAL SEAL
	REBECCA A. DREY
	NOTARY PUBLIC-OREGON ()
	COMMISSION NO. 445259 () MY COMMISSION EXPIRES JANUARY 02, 2014 ()
1 7	Will Commission and the Commission of the Commis

BK-1210 PG-1777

775050 Page: 5 of 5 12/07/2010

Order ID: 10131791 Loan No.: 0315172205

# EXHIBIT A LEGAL DESCRIPTION

The following described property:

Lot 23, in Block Q, of the Final Map of Sunridge Heights, Phases 6B, 7A and 8B, a Planned Unit Development, filed for Record in the Office of the County Recorder of Douglas County, State of Nevada, on January 30, 1996, as Document No. 380052, and Certificate of Amendment recorded February 2, 1996, as Document No. 380351.

