DOC # 776371
01/04/2011 10:42AM Deputy: DW
OFFICIAL RECORD
Requested By:
LSI -AQUA
Douglas County - NV
Karen Ellison - Recorder
Page: 1 of 5 Fee: 18.00
BK-111 PG-529 RPTT: 0.00

A.P.N.: 1220-21-710-123
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: 10496270

SUBORDINATION AGREEMENT

(Title Of Document)

| | | | | 1 | | |
|-----------------------|--------------------|--|----------------|----------|-----------------|---------------|
| \boxtimes | I the undersigned | l hereby affirm | that this docu | ıment sı | ibmitted for re | ecording does |
| | not contain the s | ocial security n | number of any | person | or persons (Pe | er NRS |
| | 239B.030) | | 1 1 | \ | \ > | |
| | | | OR- | \ | | |
| | I the undersigned | l hereby affirm | that this docu | ument su | abmitted for r | ecording |
| | contains social s | ecurity number | of a person of | r person | is as required | by law: |
| And the second second | / / / | · | | | | |
| | (State specific la | w) | | 7 | | |
| And the second | | 0 | | / | | |
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| | VIV | hall | | n 11 | | |
| _ | / 1/ | The state of the s | | | ng Coordinat | or |
| _ | Signature | | | | Title | |
| | JEFF WEILER | | | | | |

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 applies.

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BK-111 PG-530

Assessor's Parcel Number: 1220-21-710-123

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-XXX-XXX5120-1998 Reference Number: 110428917

SUBORDINATION AGREEMENT FOR DEED OF TRUST

Effective Date: 11/18/2010

Owner(s): CHERYL A MALLORY

LARRY T MALLORY

Current Lien Amount: \$49,300.00.

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: 656 CARMEL WAY, GARDNERVILLE, NV 89460

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.

LARRY T. MALLORY AND CHERYL A. MALLORY, HUSBAND AND WIFE, AS JOINT TENANTS (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 (the "Existing Security Instrument") given by the Owner, covering that real property, more particularly described as follows:

See Exhibit A
Recorded 9-2-04
which document is dated the 5th day of August, 2004, which was filed in Book 0904 at page 00626 (or as No. 0623254) of the Official Records in the Office of the Recorder of the County of DOUGLAS, State of Nevada. The Existing Security Instrument secures repayment of a debt evidenced by a note or a line of credit agreement extended to CHERYL A MALLORY and LARRY T MALLORY (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 \$138,911.00 (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 12-31-W 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.

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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 faffer for | 11/18/2010 |
| (Signature) | Date |
| Gabe Georgescu | |
| (Printed Name) | |
| Team Lead | / |
| (Title) | |
| | |
| FOR NOTARIZATION OF LENDER PE | RSONNEL |
| STATE OF Oregon) | |
| COUNTY OF Washington) | |
| The foregoing Subordination Agreement was | acknowledged before me, a notary public or other official qualified to |
| administer oaths this Bday of WOU | , 2010, by Gabe Georgescu, as Team Lead of Wells Fargo |
| Bank, N.A., the Subordinating Lender, on bel | half of said Subordinating Lender pursuant to authority granted by its |
| Board of Directors. S/he is personally known | to me or has produced satisfactory proof of his/her identity. |
| Veherraa Qu. | (Notary Public) |
| Rebecca A Drey | OFFICIAL SEAL REBECCA A. DREY NOTARY PUBLIC-OREGON COMMISSION NO. 445259 |
| | MY COMMISSION EXPIRES JANUARY 02, 2014 |

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Order ID: 10496270 Loan No.: 0316447978

EXHIBIT A LEGAL DESCRIPTION

The following described property:

Lot 487, as shown in the Map of Gardnerville Ranchos Unit No. 7, filed for Record in the Office of the County Recorder of Douglas County, Nevada, on March 27, 1974, in Book 374, Page 676, as Document No. 72456.



