

DOC # 776658  
01/10/2011 09:54AM Deputy: GB  
OFFICIAL RECORD  
Requested By:  
FIRST AMERICAN TITLE IV  
Douglas County - NV  
Karen Ellison - Recorder  
Page: 1 of 4 Fee: 17.00  
BK-111 PG-1762 RPTT: 0.00



Assessor's Parcel Number: 1418-10-801-003

**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-XXX1900-1998

Reference Number: 7000536025

**SUBORDINATION AGREEMENT FOR  
OPEN-END DEED OF TRUST**

Effective Date: 12/22/2010

Owner(s): HARRY S GOLDSMITH, TRUSTEE  
LINDA P GOLDSMITH, TRUSTEE

Current Lien Amount: \$100,000.00.

Senior Lender: Ing Bank, FSB

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: 188 YELLOW JACKET ROAD, GLENBROOK, NV 89413-0000



**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.

HARRY S. GOLDSMITH AND LINDA P. GOLDSMITH, AS TRUSTEES UNDER THAT CERTAIN DECLARATION OF TRUST DATED 6/18/96. (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 Open-End Deed of Trust (the "Existing Security Instrument") 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, 2008, which was filed in Document ID# 0718945 at page N/a (or as No. N/a) 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 HARRY S GOLDSMITH and LINDA GOLDSMITH (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 \$573,000.00 (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.



**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 *Gabe Georgescu*  
(Signature)

12/22/2010  
Date

Gabe Georgescu  
(Printed Name)

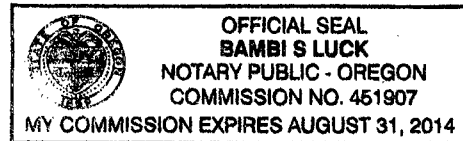
Team Lead  
(Title)

**FOR NOTARIZATION OF LENDER PERSONNEL**

STATE OF Oregon, }  
COUNTY OF Washington } ss.

The foregoing Subordination Agreement was acknowledged before me, a notary public or other official qualified to administer oaths this 22nd day of Dec, 2010, by Gabe Georgescu, as Team Lead of Wells Fargo Bank, N.A., the Subordinating Lender, on behalf 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.

*[Signature]* (Notary Public)





**Exhibit A**

Reference Number: 7000536025

**Legal Description:**

**A PORTION OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 10, TOWNSHIP 14 NORTH, RANGE 13 EAST, M.D.B.&M., DESCRIBED AS FOLLOWS:**

**BEGINNING AT THE NORTHWESTERLY CORNER OF LAND DESCRIBED IN DEED FROM THE GLENBROOK COMPANY TO ARTHUR N. SUVERKRUP AND WIFE RUDY C., IN BOOK "X" OF DEEDS, PAGE 256, RECORDS OF DOUGLAS COUNTY, NEVADA, ON SOUTHERLY SIDE LINE OF A 30 FOOT ROADWAY FROM WHICH THE SOUTH 1/4 CORNER OF SAID SECTION 10 BEARS SOUTH 39°45' WEST 786.0;**

**THENCE SOUTH 2°54' WEST 270.90 FEET EXTENDED ON ITS SAME COURSE;**

**THENCE NORTH 87°06' WEST 416.56 FEET,**

**THENCE NORTH 42°41' WEST 9.37 FEET TO THE SOUTH MOST CORNER OF THE LAND CONVEYED BY THE GLENBROOK COMPANY TO E.S CLARK AND WIFE ELIZABETH BY DEED RECORDED IN BOOK "Y" OF DEEDS, PAGE 21, RECORDS OF DOUGLAS COUNTY, NEVADA;**

**THENCE ALONG THE SOUTHEAST AND NORTHEAST LINES OF SAID CLARK LAND; NORTH 62°30' EAST 343.24 FEET, NORTH 38°28' WEST 114.53 FEET TO THE SOUTHERLY LINE OF THE AFORESAID 30 FOOT ROADWAY;**

**THENCE ALONG THE SOUTHERLY SIDE LINE OF SAID ROADWAY; NORTH 87°37' EAST 51.02 FEET; SOUTH 87°06' EAST 152.08 FEET TO THE PLACE OF BEGINNING.**

**NOTE: THE ABOVE METES AND BOUNDS DESCRIPTION APPEARED PREVIOUSLY IN THAT CERTAIN DOCUMENT RECORDED AUGUST 19, 2003 IN BOOK 803, PAGE 9874, AS DOCUMENT NO. 587106 OF OFFICIAL RECORDS.**

**A.P.N. 1418-10-801-003**