

Assessor's Parcel Number: 1318-23-602-015

DOC # 777388  
01/24/2011 08:22AM Deputy: GB  
OFFICIAL RECORD  
Requested By:  
SERVICELINK ALIQUIPPA  
Douglas County - NV  
Karen Ellison - Recorder  
Page: 1 of 4 Fee: 17.00  
BK-111 PG-4884 RPTT: 0.00

Recording Requested By & Return To:  
Chicago Title ServiceLink Division  
4000 Industrial Blvd  
Aliquippa, PA 15001



**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-XXX1831-1998

Reference Number: 494958661948517

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

Effective Date: 12/16/2010

Owner(s): MARK MAIDMAN, TRUSTEE

Current Lien Amount: \$100,000.00.

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: 196 TERRACE VIEW COURT, STATELINE, NV 89449-0000



**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.

**MARK MAIDMAN, TRUSTEE OF THE MARK MAIDMAN REVOCABLE TRUST DATED 09/11/06** (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 (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 10th day of June, 2008, which was filed in Book 608 at page 5514 (or as No. 725514) 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 **MARK MAIDMAN** (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 \$407,000.00 (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 [Signature]  
(Signature)

12/16/2010  
Date

Barbara Edwards  
(Printed Name)

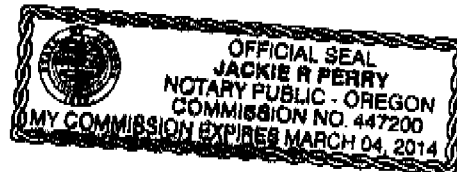
Work Director  
(Title)

**FOR NOTARIZATION OF LENDER PERSONNEL**

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 16 day of Dec, 2010, by Barbara Edwards, as Work Director 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" Legal Description

All that certain parcel of land situated in the County of Douglas and State of Nevada being known and designated as follows:

ALL OF THAT PORTION OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 23, TOWNSHIP 13, NORTH, RANGE 18 EAST, M.D.B. M., MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE SECTION LINE BETWEEN SECTIONS 23 AND 24, IN TOWNSHIP 13 NORTH, RANGE 18 EAST, M.D.B. & M., WHICH POINT BEARS SOUTH 0° 05' 03" EAST, A DISTANCE OF 1,309.03 FEET FROM THE COMMON CORNER OF SECTIONS 13, 14, 23 AND 24, IN SAID TOWNSHIP AND RANGE; THENCE NORTH 89° 41' 54" WEST, A DISTANCE OF 399.53 FEET; THENCE SOUTH 0° 07' 18" EAST, A DISTANCE OF 143.00 FEET TO THE SOUTHEAST CORNER OF THE PARCEL OF LAND CONVEYED TO THOMAS TRUAX, ET UX. BY DEED RECORDED December 19, 1974, IN BOOK 1274, PAGE 554, DOCUMENT NO. 77014, OFFICIAL RECORDS, BEING THE TRUE POINT OF BEGINNING; THENCE FROM THE TRUE POINT OF BEGINNING, SOUTH 0° 07' 18" EAST, A DISTANCE OF 149.67 FEET TO A POINT ON THE NORTH LINE OF THE EASTERLY EXTENSION OF SUMMIT DRIVE; THENCE ALONG SAID NORTHERLY LINE OF SUMMIT DRIVE AS EXTENDED SOUTH 89° 52' 42" WEST, A DISTANCE OF 125.00 FEET; THENCE NORTH 00° 07' 18" WEST, A DISTANCE OF 150.00 FEET TO A POINT; THENCE ALONG THE SOUTHERLY LINE OF THE PARCEL OF LAND CONVEYED TO TRUAX ABOVE REFERRED TO, NORTH 89° 52' 42" EAST, A DISTANCE OF 125.00 FEET TO THE POINT OF BEGINNING

"IN COMPLIANCE WITH NEVADA REVISED STATUTE 111.312, THE HEREIN ABOVE LEGAL DESCRIPTION WAS TAKEN FROM INSTRUMENT RECORDED April 22, 2004, BOOK 0404, PAGE 10907, AS FILE NO. 0610856, RECORDED IN THE OFFICIAL RECORDS OF DOUGLAS COUNTY, STATE OF NEVADA."

Being the same property as described in Book 608, Page 5492, Dated 06/10/2008, Recorded 06/20/2008 in the County of Douglas and State of Florida.

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