DOC # 782991
05/10/2011 08:14AM Deputy: SG
OFFICIAL RECORD
Requested By:
LSI -AQUA
Douglas County - NV
Karen Ellison - Recorder
Page: 1 of 5 Fee: 18.00
BK-511 PG-1556 RPTT: 0.00

A.P.N.: 1318-23-611-018

Recording Requested by: LSI
When Recorded Return to:
Custom Recording Solutions
5 Peters Canyon Road Ste. 200
Irvine, CA 92606
(800) 756-3524, ext 5011

CRS No.: 11076638

Subordination Agreement

(Title of Document)

\boxtimes	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 does
	contain the social security number of a person or persons as required by law:
·	(state specific law)
	Recording Coordinator
	Signature Title
	M. Roberts

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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PG-1557

Assessor's Parcel Number: 1318-23-611-018

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-XXX0759-1998 Reference Number: 542432691621311

SUBORDINATION AGREEMENT FOR SHORT FORM OPEN-END DEED OF TRUST

Effective Date: 2/7/2011

Owner(s): WILLIAM KIRSCHNER

Current Lien Amount: \$194,250.00.

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: 251 TERRACE VIEW DRIVE, STATELINE, NV 89449-0000

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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.

WILLIAM KIRSCHNER, A SINGLE PERSON (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 ON3-37-04

which document is dated the 20th day of March, 2009, which was filed in Book 309 at page 6594 (or as No. 740352) 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 WILLIAM KIRSCHNER (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 \$404,718.00 (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.

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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.

By (Signature) Jodi Sanborn (Printed Name) Loan Administration Manager (Title) FOR NOTARIZATION OF LENDER PERSONNEL STATE OF Oregon COUNTY OF Multromah ss. The foregoing Subordination Agreement was acknowledged before me, a notary public or other official qualified to administer oaths this The day of Leo. 2011 by Jodi Sanborn, as Loan Administration Manager 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. (Notary Public)	SUBORDINATING LENDER:	
Date	Wells Fargo Bank, N.A.	
Jodi Sanborn (Printed Name) Loan Administration Manager (Title) FOR NOTARIZATION OF LENDER PERSONNEL STATE OF Gregon COUNTY OF Multnomah Sa. The foregoing Subordination Agreement was acknowledged before me, a notary public or other official qualified to administer oaths this Thoday of Feb. 2011, by Jodi Sanborn, as Loan Administration Manager 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. (Notary Public)	Ву	
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	Liland Coffee Commission	
WENDY FULLER	(Notary Public)	
	(1.011)	
	WENDY FULLER	
OFFICIAL SEAL WENDY FULLER	WENDY FULLER	

NOTARY PUBLIC - OREGON COMMISSION NO. 432681

MY COMMISSION EXPIRES SEPT. 17, 2012

BK-511 PG-1560

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Order ID: 11076638 Loan No.: 0322243056

EXHIBIT A LEGAL DESCRIPTION

The following described property:

All that portion of Lot 5, Block C, as shown on the Map of Foothill Estates, filed in the Office of the County Recorder of Douglas County, State of Nevada, on November 13, 1962, Document No. 21266, more particularly described as follows:

Beginning at the Northwest corner of said Lot 5; thence South 84 degrees 44' 51" East 81.17 feet to a point on the Easterly line of that certain easement as described in Book 53. Page 789 of the Official Records of Douglas County; thence along the Easterly line South 0 degrees 03' 45" East 27.44 feet and South 18 degrees 46' 55" West 55.52 feet to a point on the Southerly line of said Lot 5; thence North 84 degrees 44' 51" west 94.30 feet; thence North 38 degrees 35' 47"-East 20.45 feet to the beginning of a tangent curve to the left with a radius of 75 feet, and a central angle of 33 degrees 20' 38"; thence along said curve an arc length of 43.65: thence North 0 degrees 15' 09" East 23.00 feet to the point of beginning.

Less and Except

All that portion of Lots 6 and 7, Block C, as shown on the Map of Foothill Estates, filed in the Office of the County Recorder of Douglas County, State of Nevada, on November 13, 1962, Document No. 21266, more particularly described as follows:

Beginning at the Northeast corner of said Lot 6; thence South 0 degrees 09' 17" West 76.93 feet; thence North 88 degrees 55*' 48" West 131.01 feet to a point on the Northerly line of said Lot 7; thence North 09 degrees 00' 20" West 17.15 feet; thence South 80 degrees 59' 40" West 61.33 feet to a point on the Easterly line of that certain easement as described in Book 53, Page 789 of the Official Records of Douglas County; thence along the Easterly line North 01 degree 31' 25" West 30.35 feet; thence North 18 degrees 46' 55" East 56.06 feet to a point on the Northerly line of Lot 6; thence along the Northerly line South 84 degrees 44' 51" East 177.62 feet to the point of beginning.

Being the same parcel conveyed to William Kirschner from James A. Cone and Beverly J. Cone, by virtue of a Deed dated 6/20/1989, recorded 7/7/1989, in Deed Book 789, Page 521, as Instrument No. 206261 County of Douglas, State of Nevada.

Assessor's Parcel Number: 1318-23-611-018