DOC # 794068

12/13/2011 09:05AM Deputy: PK
OFFICIAL RECORD
Requested By:
LSI -Aqua
Douglas County - NV
Karen Ellison - Recorder
Page: 1 of 5 Fee: \$18.00
BK-1211 PG-2488 RPTT: 0.00

A.P.N.: 1219-15-001-106
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.: 12533848

## **Subordination Agreement**

(Title of Document)

$\boxtimes$	I, the undersigned, hereby affirm that the	is document submitted for recording does	
	not contain the social security number o	f any person or persons (per NRS	
	239B.030)		
	I, the undersigned, hereby affirm that this document submitted for recording do		
	contain the social security number of a person or persons as required by law:		
	/		
	(state specific law)		
	^		
	Managa	Recording Coordinator	
	Signature ()	Title	
	Perenise Afamasaga		

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.

PG-2489 794068 Page: 2 of 5 12/13/2011

**BK 1211** 

Assessor's Parcel Number: 1219-15-001-106

Recording Requested By/Return To:

Wells Fargo P.O. Box 31557 MAC B6955-013 Billings, MT 59107-9900

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-XXX3244-1998

Reference Number: 108157612

SUBORDINATION AGREEMENT FOR OPEN-END DEED OF TRUST

Effective Date: 9/10/2011

Owner(s):

SIMON B GENERALAO

**ELIZABETH F LAFRANCE** 

Current Lien Amount: \$150,000.00.

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: 390 FRICKE CT, GARDNERVILLE, NV 89460

794068 Page: 3 of 5 12/13/2011

BK 1211 PG-2490

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.

SIMON B GENERALAO AND ELIZABETH F LAFRANCE, WHO ACQUIRED TITLE AS S B GENERALAO AND E F LAFRANCE, HSUBAND AND WIFE (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 reported 2-22-2008

which document is dated the 8th day of February, 2008, which was filed in Book 0208 at page 4744 (or as No. 0718342) 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 SIMON B GENERALAO and ELIZABETH F LAFRANCE (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 \$69,264.00 (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.

794068 Page: 4 of 5 12/13/2011

BK 1211 PG-2491

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 SiDe-M	10
By / h'DC- 11/	9/10/2011
(Signature)	Date
Lisa M. Sowers	
(Printed Name)	/ / \
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Officer	<u> </u>
(Title)	
	\ \ /
	_ /
FOR NOTARIZATION OF LENDER PERSON	NEL
/ /	
STATE Of Virginia	
\ee	\ \ \
COUNTY OF Roanoke )	\ \
_ \ \	
The foregoing Subordination Agreement was colored	wledged before me, a notary public or other official qualified to
administer oaths this day of Sept. 2	by Lisa M. Sowers, as Officer of Wells Fargo Bank,
	ubordinating 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.
Mus Filker Note	ry Public)
Susan F. Woods	7
7427 F. WOGA	
Embossed Hereon is My Commonwealth of VA	
My commission expires 12/31/2011	



794068 Page: 5 of 5 12/13/2011

BK 1211 PG-2492

Order ID: 12533848 Loan No.: 0332492701

# EXHIBIT A LEGAL DESCRIPTION

The following described property:

Lot 34, as shown on the Official Map of Sheridan Acres Unit No. 1, filed for Record in the Office of the County Recorder of Douglas County, State of Nevada on June 8, 1966, in Book 41, Page 192, as Document No. 32486.

