DOC # 795500
01/09/2012 10:04AM Deputy: PK
OFFICIAL RECORD
Requested By:
LSI -Aqua
Douglas County - NV
Karen Ellison - Recorder
Page: 1 of 5 Fee: \$18.00
BK-112 PG-1126 RPTT: 0.00

A.P.N.: 1320-30-114-007
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.: 12705934

# **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)
F1	-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:
and the same of th	
	(state specific law)
	_ \ \ _ / /
200	
_	Recording Coordinator
	Signature
	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.

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BK 112 PG-1127

Assessor's Parcel Number: 1320-30-114-007

#### **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-XXX7037-1998 Reference Number: 9027182724

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

Effective Date: 10/3/2011

Owner(s): TIMMY T WU

IMEI L WU JUSTIN K WU

CHRISTOPHER C WU

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: 835 TAMARACK DR, MINDEN, NV 89423

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.

TIMMY T. WU AND IMEI L. WU, HUSBAND AND WIFE, AND JUSTIN K. WU, A SINGLE MAN AND CHRISTOPHER C. WU, A SINGLE MAN ALL AS JOINT TENANTS WITH RIGHT OF SURVIVORSHIP (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 Recorded 5-21-2007

which document is dated the 26th day of April, 2007, which was filed in Book 0507 at page 7076 (or as No. 0701569) 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 TIMMY T WU and IMEI L WU (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 \$157,745.00 (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.

SUBORDINATING LENDER: Wells Fargo Bank, N.A.	
By (Signature)	10/3/2011
Jodi Sanborn (Printed Name)	Date
Loan Administration Manager	< < ) )
(Title)	
FOR NOTARIZATION OF LENDER PER	SONNEL
STATE OF Oregon  GOUNTY OF Multinemah  Sa.	
The foregoing Subordination Agreement was	acknowledged before me, a notary public or other official qualified to
administer oaths this <u>Jrd</u> day of <u>Jrd</u> day of Wells Fargo Bank, N.A., the Subordinating Le	20 [ ], by Jodi Sanborn, as Loan Administration Manager of nder, on behalf of said Subordinating Lender pursuant to authority onally known to me or has produced satisfactory proof of his/her
	Notary Public)
Wendy Fuller	OFFICIAL SEAL WENDY FULLER NOTARY PUBLIC - OREGON
	COMMISSION NO. 432681 MY COMMISSION EXPIRES SEPT. 17, 2012



PG-1130

BK 112

Order ID: 12705934 Loan No.: 0334667987

## **EXHIBIT A LEGAL DESCRIPTION**

The following described property:

Lot 11 in Block L as shown on the map of Westwood Villae Unit No. Two, Phase 2, filed for record in the office of the County Recorder of Douglas County, State of Nevada on March 3, 1969 in Book 369, Page 336 as Document No. 197457.



