

DOC # 800170  
04/04/2012 08:57AM Deputy: SG  
**OFFICIAL RECORD**  
Requested By:  
SPL inc - LA  
Douglas County - NV  
Karen Ellison - Recorder  
Page: 1 of 7 Fee: \$20.00  
BK-412 PG-704 RPTT: 0.00



Assessor's Parcel Number: 1318-10-314-018

**Recording Requested By/Return To:**

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

**This Instrument Prepared by:**

Wells Fargo  
MAC P6051-019  
P.O. Box 4149  
Portland, OR 97208-4149  
1-800-945-3056

[Space Above This Line for Recording Data]

Account #: XXX-XXX-XXX7798-1998

Reference Number: 29269820556410

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

Effective Date: 2/24/2012

Owner(s): VINCENT W MOTTOLA JR  
KELLEY MOTTOLA

Current Line of Credit Recorded Commitment \$223,000.00 being reduced to \$202,034.00.

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: 665 INSPIRATION DRIVE, ZEPHYR COVE, NV 89448



**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.

VINCENT W MOTTOLA, JR AND KELLEY MOTTOLA, HUSBAND AND WIFE AS JONT TENANTS, (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 23rd day of May , 2008, which was filed in Document ID# 20080605-0004286 at page NA (or as No. NA) 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 VINCENT W MOTTOLA (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 \$417,000.00 (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. Agreement to Change Credit Limit**

Change in Line of Credit Agreement

The Subordinating Lender's agreement to subordinate is conditioned on the reduction in the Borrower's revolving Line of Credit from \$227,553.00 to \$202,034.00.

By signing this Agreement below, the Borrower agrees to this change.

Change in Security Interest

The lien evidenced by the Existing Security Instrument is hereby reduced from \$223,000.00 to \$202,034.00.



**C. 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.

**D. 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.

**E. Signatures and Acknowledgements**

The Subordinating Lender, through its authorized officer, and the Trustee if applicable, individually or through its authorized officer or other representative, and the Borrower, have each set their hand and seal as of the Effective Date above unless otherwise indicated.

**(ACKNOWLEDGEMENT PAGE FOLLOWS)**



**SUBORDINATING LENDER:**

Wells Fargo Bank, N.A.

By *[Signature]*  
(Signature)

**FEB 24 2012**  
Date

Barbara A. Edwards  
(Printed Name)

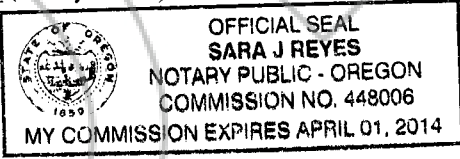
Work Director  
(Title)

**FOR NOTARIZATION OF LENDER PERSONNEL**

STATE OF Oregon )  
                                  ) ss.  
COUNTY OF Washington )

The foregoing Subordination Agreement was acknowledged before me, a notary public or other official qualified to administer oaths this 24 day of Feb, 2012, by Barbara A. 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.

*Sara J Reyes*  
(Notary Public)





**BORROWER(S):** I received and read a completed copy of this Modification Agreement before I signed it. I agree to all its terms.

x *Vincent W. Mottola Jr.*  
\_\_\_\_\_  
(Signature) VINCENT W MOTTOLA JR

*3/23/12*  
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(Date)

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(Date)

**OWNER(S):** As a signer on the Security Instrument under the Line of Credit Agreement, the undersigned hereby acknowledges this Modification Agreement and agrees to its terms, and a receipt of a copy of the same.

x *Vincent W. Mottola Jr.*  
\_\_\_\_\_  
(Signature) VINCENT W MOTTOLA JR

*3/23/12*  
\_\_\_\_\_  
(Date)

x *Kelley Mottola*  
\_\_\_\_\_  
(Signature) KELLEY MOTTOLA

*3/23/12*  
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**For An Individual Acting In His/Her Own Right:**

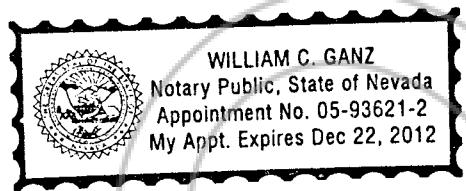
State of NEVADA  
County of DOUGLAS

This instrument was acknowledged before me on MARCH 23, 2012 (date) by  
VINCENT W MOTTUCA AND  
KELLEY MOTTUCA (name(s) of person(s)).

William C. Ganz  
(Signature of notarial officer)

(Seal, if any)

NOTARY PUBLIC  
(Title and rank (optional))





**Exhibit A**

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE COUNTY OF DOUGLAS, STATE OF Nevada, AND IS DESCRIBED AS FOLLOWS:

THE LAND REFERRED TO HEREIN IS SITUATED IN THE STATE OF NEVADA, COUNTY OF DOUGLAS DESCRIBED AS FOLLOWS:

LOT 111, AS SHOWN ON THE OFFICIAL MAP OF ZEPHYR KNOLLS SUBDIVISION UNIT NO. 4, FILED IN THE OFFICE OF THE COUNTY RECORDER OF DOUGLAS COUNTY, NEVADA ON OCTOBER 14, 1957, AS DOCUMENT NO. 12699.

Parcel ID: 1318-10-314-018

Commonly known as 665 Inspiration Drive, Zephyr Cove, NV 89448  
However, by showing this address no additional coverage is provided

