

DOC # 812487
11/08/2012 10:34AM Deputy: SG
OFFICIAL RECORD
Requested By:
LSI -Aqua
Douglas County - NV
Karen Ellison - Recorder
Page: 1 of 5 Fee: \$18.00
BK-1112 PG-2199 RPTT: 0.00



APN: 1318-26-101-054
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 MT

CRS Order No.: 14885777

Subordination Agreement for Open-End Deed of Trust

(Title of Document)

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)

Signature
Christine Madonia

Recording Coordinator

Title

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.



Assessor's Parcel Number: 1318-26-101-054

Recording Requested By/Return To: *EW*
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-XXX4711-1998

Reference Number: 7036111141

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

Effective Date: 10/23/2012

Owner(s): MICHAEL HORVATH

Current Lien Amount: \$50,000.00.

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: 110 DAGGETT WAY, 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.

MICHAEL HORVATH, AN UNMARRIED MAN (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 11/17/2008

which document is dated the 15th day of November, 2007, which was filed in Book 0108 at page 3429 (or as No. 0716337) 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 MICHAEL HORVATH (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 \$200,979.75 (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.

DATED: 10/31/2012

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)

Christopher L. Wheeler
(Printed Name)

Vice President Loan Documentation
(Title)

OCT 24 2012
Date

FOR NOTARIZATION OF LENDER PERSONNEL

STATE OF Virginia)
)ss.
COUNTY OF Roanoke)

The foregoing Subordination Agreement was acknowledged before me, a notary public or other official qualified to administer oaths this 24th day of October, 2012, by Christopher L. Wheeler, as Vice President Loan Documentation 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.

Jennifer R. Whittaker (Notary Public)

JENNIFER R. WHITTAKER



Jennifer R. Whittaker
Notary Public 7523823
Commonwealth of Virginia

My Commission Expires October 31, 2016



Order ID: 14885777
Loan No.: 0350864278

**EXHIBIT A
LEGAL DESCRIPTION**

The following described property:

All that certain lot, piece or parcel of land situate in the County of Douglas, State of Nevada, described as follows:

The Northeast 1/4 of the Northwest 1/4 of Section 26, Township 13 North, Range 18 East, M.D.B. And M., being a portion of Lot No. 3, of the John Palady Resurvey No. 1 of Map, described as follows:

Beginning at a point which bears South 17 degrees 26' West, 1101.44 feet from the quarter corner between Sections 23 and 26 in said Township and Range; thence North 0 degree 08' West, 135.0 feet to the Southerly boundary of the Parcel conveyed to William F. O'Malis by Deed recorded in Book 31 of Official Records at Page 746; thence along said Southerly boundary, North 89 degrees 42' West, 163.80 feet; thence South 0 degree 08' West, 135.0 feet; thence South 89 degrees 42' East, 163.80 feet to the Point of Beginning.

Excepting therefrom the following:

Beginning at the quarter corner between Sections 23 and 26, Township 13 North, Range 18 East, M.D.B. And M.; thence Westerly along the Section line 327.60 feet; thence South 0 degree 08' West, 1052.60 feet to the True Point of Beginning; thence North 89 degree 42' West, 163.80; thence North 0 degree 08' East 88.64 feet; thence South 89 degrees 42' East, 163.80 feet; thence South 0 degree 08' West, 88.64 feet to the Point of Beginning.

Parcel Two:

Beginning at the quarter corner between Sections 23 and 26, Township 13 North, Range 18 East, M.D.B. and M.; thence Westerly along the Section line 327.60 feet; thence South 0 degree 08' West, 1052.60 feet to the True Point of Beginning; thence North 89 degrees 42' West, 163.80 feet; thence North 0 degree 08' East 88.64 feet; thence South 89 degrees 42' East, 163.80 feet; thence South 0 degree 08' West, 88.64 feet to the Point of Beginning.

Being the same parcel conveyed to Michael Horvath from , by virtue of a Deed dated 3/27/1997, recorded 4/2/1997, in Deed Book 0497, Page 0270, as Instrument No. 0409764, County of Douglas, State of Nevada.

Assessor's Parcel Number: 1318-26-101-054