DOC # 812489

11/08/2012 10:36AM Deputy: SG
 OFFICIAL RECORD
 Requested By:

LSI -Aqua
 Douglas County - NV
 Karen Ellison - Recorder

Page: 1 of 5 Fee: \$18.00

BK-1112 PG-2227 RPTT: 0.00

APN: 1320-33-714-019
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.: 14991874

# **Subordination Agreement for Deed of Trust**

(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
and the same of th	contain the social security number of a person or persons as required by law:
-	(state specific law)
	X
	Mr. C.
	Willewis Recording Coordinator
	Signature Title
	Christine Madonia

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: 1320-33-714-019

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-XXX6650-1998 Reference Number: 337920011139

# SUBORDINATION AGREEMENT FOR DEED OF TRUST (WITH FUTURE ADVANCE CLAUSE)

Effective Date: 9/7/2012

Owner(s): THEODORE W DUZAN

JANET S RISKO

Current Lien Amount: \$165,551.00.

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: 1340 PETAR DR, GARDNERVILLE, NV 89410

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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.

JANET S RISKO, AN UNMARRIED WOMAN AND THEODORE W DUZAN, AN UNMARRIED MAN, AS JOINT 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 Deed Of Trust (With Future Advance Clause) (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 18th day of February, 2005, which was filed in Book 0305 at page 7374 (or as No. 0639262) 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 THEODORE W DUZAN and JANET S RISKO (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 \$200,958.00 (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.

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PG-2230

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)	SEP 0 7 2012 Date
Jodi Sanborn	
(Printed Name)	
Assistant Vice President	
(Title)	<del></del>
FOR NOTARIZATION OF LENDER I	PERSONNEL
STATE OF Oregon	) )ss.
COUNTY OF Multnomah	<b>5</b>
	,
The foregoing Subordination Agreement v	was acknowledged before me, a notary public or other official qualified to
administer oaths this 7th day of Vice President 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.	
Welledy Qu	llu (Notary Public)
WENDY FULLE	COMMISSION NO. A432681
42   (3/27)	NOTARY PUBLIC - OREGON COMMISSION NO. A432681 ANY COMMISSION EXPIRES SEPTEMBER 17, 2012



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> Order ID: 14991874 Loan No.: 0351127261

## **EXHIBIT A LEGAL DESCRIPTION**

The following described property:

Lot 19, Block A, as set forth on Final Subdivision Map No. 1006-6 for Chichester Estates, Phase 6, filed in the Office of the County Recorder of Douglas County, Nevada and recorded February 16, 2000 in Book 0200, Page 2552, as Document No. 486411.



