DOC # 814284

12/10/2012 02:01PM Deputy: PK
OFFICIAL RECORD
Requested By:
LSI -Aqua
Douglas County - NV
Karen Ellison - Recorder
Page: 1 of 5 Fee: \$18.00
BK-1212 PG-2282 RPTT: 0.00

APN: 1420-34-610-044
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.: 15288955

**Ardis Perkins** 

# 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) Recording Coordinator Signature Recording Coordinator

**Subordination Agreement** 

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 1212** 

Assessor's Parcel Number: 142-34-610-44

# 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-XXX3564-1998

SUBORDINATION AGREEMENT FOR SHORT FORM OPEN-END DEED OF TRUST

Reference Number: 460485012257512

Effective Date: 10/18/2012

Owner(s):

CRAIG M LEWIS
PAULA M LEWIS

Current Lien Amount: \$101,000.00.

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: 1562 DOWNS DRIVE, MINDEN, NV 89423-0000

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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.

CRAIG M LEWIS AND PAULA M LEWIS, HUSBAND 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 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 3rd day of December, 2008, which was filed in Book 1208 at page 966 (or as No. 734050) 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 CRAIG M LEWIS and PAULA M LEWIS (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 \$185,281.00 (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.

SUBORDINAT	TING LENDER:		<		
Wells Fargo Bar	ık, A.				
By	1		/_		OCT 1 8 2012
(Signature)				\ \	Date
Shannon Johnso (Printed Name)	n			-) )	
Vice President L	oan Documentation			/ /	
(Title)				_/	
			\ (		
FOR NOTARIZ	ZATION OF LEND	ER PERSONNEL		1	
STATE OF	Oregon				
COUNTY OF	Multnomah	)ss )	./ /		>
The foregoing Su			ged before me, a notar	y public or o	ther official qualified to
administer oaths	this <u>/8</u> day o	f October	., 2012	by Sha	nnon Johnson, as Vice
President Loan I Subordinating Le	Documentation of We ender pursuant to aut	ells Fargo Bank, N.A hority granted by its	A., the Subordinating I	Lender, on be Whe is person	chalf of said nally known to me or ha
produced satisfac	ctory proof of his/her	identity.	7 2 7 7 7 7 7 7 7 7 7 7 7 7 7 7 7 7 7 7	nio is persor	iany known to me of na.
Janu	Am Ma	Meth	(Notary Public)		
Jami	ie Ann Mara	chetti			
					ICIAL SEAL NN MARCHETTI
7%		/		NOTARY F	UBLIC - OREGON

COMMISSION NO. 451726

MY COMMISSION EXPIRES AUGUST 23, 2014



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> Order ID: 15288955 Loan No.: 0352369656

# **EXHIBIT A LEGAL DESCRIPTION**

The following described property:

Lot 23, in Block 4, as set forth on the Final Subdivision Map LDA No. 01-069 for Bramwell Homestead, filed for record in the Office of the Douglas County Recorder on August 12, 2002, in Book 0802, at Page 3324, as Document No. 0549307, of Official Records, County of Douglas, State of Nevada.



