APN# \_\_\_\_\

132026001012

11-digit Assessor's Parcel Number may be obtained at: http://redrock.co.clark.nv.us/assrrealprop/ownr.aspx

Subordination Agreement for

Modification of Deed of Trust

**Type of Document** 

(Example: Declaration of Homestead, Quit Claim Deed, etc.)

Recording	Requested	by:
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LSI

**Return Documents To:** 

Name LSI (15491192 )

Address 700 Cherrington Parkway

City/State/Zip Coraopolis, PA 15108

This page added to provide additional information required by NRS 111.312 Section 1-2

(An additional recording fee of \$1.00 will apply)

This cover page must be typed or printed clearly in black ink only.

OR Form 108 ~ 06/06/2007 Coversheet.pdf DOC # 819315

03/05/2013 09:13AM Deputy: PK

OFFICIAL RECORD

Requested By:

LSI Pittsburgh

Douglas County - NV

Karen Ellison - Recorder

Page: 1 of 8 Fee: \$46.00

BK-313 PG-705 RPTT: 0.00

BK 313 PG-706 819315 Page: 2 of 8 03/05/2013

Assessor's Parcel Number: 132026001012

## 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-XXX5190-1998 Reference Number: 721299012497154

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

Effective Date: 1/4/2013

Owner(s): B JANE LOMMEL

Current Line of Credit Recorded Commitment \$100,000.00 being reduced to \$60,000.00.

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: 1702 COYOTE ROAD, GARDNERVILLE, NV 89410

A Record Concurrently herewith,

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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.

B. JANE LOMMEL, A MARRIED WOMAN, AS HER SOLE AND SEPERATE PROPERTY (ARTHUR.E.SOLOMON) (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 8th day of September, 2005, which was filed in Book 0905 at page 11053 (or as No. 0656176) 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 B JANE LOMMEL (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 \$210,900.00 (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. 03/05/2013 819314 313 685

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

The Subordinating Lender's agreement to subordinate is conditioned subject to the following:

## Change in Line of Credit Agreement

The credit limit under the Line of Credit Agreement is hereby changed from \$100,000.00 to the new credit limit of \$60,000.00.

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

# **Change in Security Interest**

The lien evidenced by the Existing Security Instrument is hereby reduced from \$100,000.00 to \$60,000.00.

By signing this Agreement below, the Owner(s) agrees to this change.

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# 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)

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#### SUBORDINATING LENDER:

SUBORDINATING LENDER:
Wells Fargo Bank, N.A.
By Signature) $\frac{1/4/13}{Date}$
Nancy Irene Miskell
(Printed Name)
Vice President Loan Documentation (Title)
(Title)
FOR NOTARIZATION OF LENDER PERSONNEL
STATE OF Oregon
COUNTY OF Multnomah )ss:
The foregoing Subordination Agreement was acknowledged before me, a notary public or other official qualified to administer oaths this
Marian Generive Welka
MariaH Generire Welka



BK 313 PG-710

1) A Ties Consequent	Jan 21 27, 7
(Signature) BUANE LOMMEL	(Bate)
(Signature)	(Date)
OWNER(S): As a signer on the Security Instrument unde acknowledges this Modification Agreement and agrees to	its terms, and a receipt of a copy of the same.
D. Jane Lommy	Jon 25 2013
(Signature) BOANE LOMMEL	
(Signature) BOANE LOMMEL  (Signature)	Jon 25 2013
(Signature) BOANE LOMMEL	(Date) 25 2013
(Signature) BNANE LOMMEL  (Signature)	(Date)
(Signature)  (Signature)  (Signature)	(Date) (Date)
(Signature)  (Signature)  (Signature)	(Date) (Date)
(Signature)  (Signature)  (Signature)  (Signature)	(Date) (Date) (Date)

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For An Individual Acting In His/Her Own Right:  State of	
V	\.\
This instrument was acknowledged before me on <u>January</u> 25, 2013  B. Jane Lommel	_ (date) by
	(s) of person(s)
CHARLENE MCDONALD Notary Public, State of Nevada Appointment No. 93-4992-5 My Appt. Expires Nov 8, 2013  (Seal, if any)  CHARLENE MCDONALD  Appointment No. 93-4992-5 Charlene Mc  Charlene Mc  Charlene Mc  (Title and rank (optional))	Donald

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Order No.: **15491192** Loan No.: 0294924501

# **Exhibit A**

The following described property:

Located in Douglas County, State of Nevada more particularly described as a parcel of land situated in the East 1/2 of Section 26, Township 13 North, Range 20 East, MDB and M more particularly described as Parcel B as shown on that certain Parcel Map for Alvin M. May et ux filed in the office of the County Recorder of Douglas County, State of Nevada on July 16, 1967 as Document No. 1808.

