DOC # 820613 03/25/2013 01:57PM Deputy: AR OFFICIAL RECORD Requested By: LSI Pittsburgh

Douglas County - NV Karen Ellison - Recorder Page: 1 of 8 Fee: \$21.00 BK-313 PG-6444 RPTT: 0.00



APN# 142033810001

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

Subordination

Agreement

Type of Document

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

Recording Requested by:

LSI

Return Documents To:

Name LSI (1516 0518

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

BK 313 PG-6445

820613 Page: 2 of 8 03/25/2013

MPN# 142033810001 WHEN RECORDED MAIL TO: And Prepared by:

U.S. Bank N.A. 9918 Hibert Street, Second Floor San Diego, CA 92131

For Recorder's Use Only

SUBORDINATION AGREEMENT

THIS SUBORDINATION AGREEMENT is made as of December 26, 2012, by U.S. BANK NATIONAL ASSOCIATION, a national banking association ("U.S. Bank"), Wells Fargo Bank, a national banking association, ("Wells Fargo") and consented to Mark P. English and Laura A. English as joint tenants ("Mortgagor", whether one or more).

RECITALS

- A. U.S. Bank is the mortgagee or beneficiary under a mortgage or deed of trust dated August 22, 2008, executed by Mortgagor and his spouse and recorded in the Office of the Recorder in and for the County of Douglas, State of Nevada on September 11, 2008 as Document No. 729891 (the "Existing Mortgage"). The Existing Mortgage covers certain real property and improvements legally described on the attached Exhibit A (the "Property").
- B. Wells Fargo is the mortgagee or beneficiary under a mortgage or deed of trust covering the Property dated December 31, 2012 executed by the Mortgagor and securing indebtedness in the principal amount of \$258,500.00 (the "New Mortgage").
- C. Wells Fargo has requested that U.S. Bank subordinate the lien under the Existing Mortgage to the lien under the New Mortgage.

FOR AND IN CONSIDERATION of the above recitals and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, U.S. Bank and Wells Fargo hereby declare and agree as follows:

1. Provided that the maximum principal indebtedness to be secured by the New Mortgage, exclusive of protective advances secured thereby, shall not in any event exceed \$258,500.00 (the "Maximum Secured Principal"):



PG-6446 820613 Page: 3 of 8 03/25/2013

Regardless of any priority otherwise available under the Existing Mortgage, (a) U.S. Bank hereby agrees that the lien of the Existing Mortgage is and shall be and shall remain fully subordinate for all purposes to the lien of the New Mortgage, to the full extent of the indebtedness secured thereby and all other sums secured by the New Mortgage from time to time in accordance with its terms.

- (b). The holder from time to time of the New Mortgage (the "New Mortgagee") may make and administer the loan secured by the New Mortgage in any manner it sees fit and may from time to time extend, amend, modify, suspend, revoke, rescind, change or terminate provisions of the New Mortgage, the promissory note secured thereby or any other document issued to the New Mortgagee in connection therewith or pursuant thereto, doing so without notice to or consent by the holder from time to time of the Existing Mortgage (the "Existing Mortgagee") except as may otherwise be required by applicable law, and without affecting or impairing the terms of this Subordination Agreement.
- 3. The Existing Mortgage, except as subordinated above to the New Mortgage, shall remain unmodified and in full force and effect.
- 4. This Subordination Agreement is made under the laws of the state in which the Property is located and may not be waived or changed except by a writing signed by the party to be bound thereby. This Agreement shall be binding upon and shall inure to the benefit of U.S. Bank and Wells Fargo and its/their successors and assigns. Neither Mortgagor nor any person other than the Existing Mortgagee and the New Mortgagee shall be entitled to rely on, have the benefit of or enforce this Agreement.

IN WITNESS OF THE ABOVE AGREEMENT, U.S. Bank and Wells Fargo have caused this instrument to be executed by its/their duly authorized representatives as of December 26, 2012.

U.S. BANK NATIONAL ASSOCIATION, a national banking association

File 12475

English

∠aura A. English

BK 313 PG-6447 820613 Page: 4 of 8 03/25/2013

Wells Fargo Mortgage

By: A --- B - Hg

Authorized Signer

By: Yagan A M

Authorized Signer

The above Subordination Agreement is hereby acknowledged and consented to by all parties identified above as the Mortgagor as of December 26, 2012

U.S. BANK NATIONAL ASSOCIATION,

Alexis K Hamilton, Senior Vice President

Gerri L. Gordon, Vice President

STATE OF Newson) SS. COUNTY OF Douglas)	
On February 15,3013, before me, Charles Mondal, Notary Public, personally appeared Mark P. English & Lawra A. English, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.	
I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.	*
WITNESS my hand and official seal.	_
Signature Churler McCornel (Seal) CHARLENE MCDONALD Notary Public, State of Nev. Appointment No. 93-49924 My Appt. Expires Nov 8, 20	ada -5
	~
STATE OF) SS. COUNTY OF)	
On, before me,, Notary Public, personally appeared, who proved	
to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.	
I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.	
WITNESS my hand and official seal.	

STATE OF Nevada) SS. COUNTY OF Washoe)	\wedge
COUNTY OF Washoe)	
On <u>December 28th</u> , 2012, before me, <u>Brett King</u> personally appeared <u>Mark P. English & Laura A. English & </u>	o me that he/she(the) executed nat by his/her/(their signature(s)
I certify under PENALTY OF PERJURY under the laws foregoing paragraph is true and correct.	
WITNESS my hand and official seal. Signature	BRETT KINCAID NOTARY PUBLIC STATE OF NEVADA My Commission Expires: 02-21-16 Certificate No: 12-7073-2
STATE OF MINISONA (COUNTY OF MEANING) Scort St. COUNTY OF Meaning (Social Section) On December St. 2012, before me, Manage and Temporate to me on the basis of satisfactory evidence to be the persubscribed to the within instrument and acknowledged to the same in his/herther pauthorized capacity(ies), and the on the instrument the person(s), or the entity upon behave executed the instrument. I certify under PENALTY OF PERJURY under the laws foregoing paragraph is true and correct. WITNESS my hand and official seal.	, Notary Public, who proved rson(s) whose name(s) is/ere o me that he/she/fiev executed nat by his/her/finev signature(s) alf of which the person(s) acted,
	Scott M. Severson Notary Public Minnesota My Commission Expires January 31, 2017

STATE OF CALIFORNIA)
)SS.
COUNTY OF SAN DIEGO)

On Occimular 26, 2017 before me, Rosemary A. Neff, Notary Public, personally appeared Alexis K. Hamilton and Gerri L. Gordon, who proved to me on the basis of satisfactory evidence to be the person(s) whose names(s) is/are subscribed to the within instrument and acknowledged to me that he/spe/they executed the same in his/her/their authorized capacity (ies) and that by his/her/their signature(s) on the Instrument the person(s) or the entity upon behalf of which the person(s)acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that The foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature

Signature of Notary Public

ROSEMARY A. NEFF
Commission # 1964795
Notary Public - California
San Diego County
ly Comm. Expires Dec 24, 2015

BK 313 PG-6451 820613 Page: 8 of 8 03/25/2013

> Order No.: Loan No.:

15160578 0294468251

Exhibit A

The following described property:

Lot 52 Idle acres Subdivision, in the South 1/2 of the Southeast 1/4 of Section 33, Township 14 North, Range 20 East, M.D.B. and M. in the County of Douglas, State of Nevada, recorded in the Office of the County Recorder on April 5, 1960, as Document No. 15812, Official Records.

142033810001 Assessor's Parcel No:

