DOC # 822605 04/29/2013 10:04AM Deputy: AR OFFICIAL RECORD Requested By: LSI -Aqua Douglas County - NV Karen Ellison - Recorder Page: 1 of 5 Fee: \$18.00 BK-413 PG-8249 RPTT: 0.00



APN: 1319-18-210-010 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.: 16127894

Subordination Agreement for Open-End Deed of Trust

(Title of Document)

\boxtimes	I, the undersigned, hereby affirm that this document submitted for recording d	
	not contain the social security number	of any person or persons (per NRS
	239B.030)	
	-OR-	/ /
		his document submitted for recording does
and the same of th	contain the social security number of a	person or persons as required by law:
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-	(state specific law)	/ /
No.		
	16	
	Harism.	P. P. C. P. C.
	J. Wally all vive	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.

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Assessor's Parcel Number: 1319-18-210-010

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]

Reference Number: 7029311782 Account #: XXX-XXX-XXX9609-1998

SUBORDINATION AGREEMENT FOR SHORT FORM OPEN-END DEED OF TRUST

Effective Date: 2/20/2013

Owner(s):

DAVID S GILLILAND PATRICIA GILLILAND

Current Lien Amount: \$200,000.00.

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: 217 SUNFLOWER CIRCLE, STATELINE, NV 89449

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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.

DAVID S. GILLILAND AND PATRICIA GILLILAND, HUSBAND AND WIFE, AS JOINT TENANTS, WITH RIGHT OF SURVIVORSHIP (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 14th day of April, 2010, which was filed in Book 0510 at page 2161 (or as No. 0763469) 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 DAVID S GILLILAND and PATRICIA GILLILAND (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 \$248,731.26 (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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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:
Welk Fargo Bank, N.A.
FEB 2 0 2013
(Signature) Date
Christopher L. Wheeler
(Printed Name)
Vice President Loan Documentation
(Title)
FOR NOTARIZATION OF LENDER PERSONNEL
FOR NOTARIZATION OF LENDER LEASONNEE
STATE OF Virginia
)ss.
COUNTY OF Roanoke
The foregoing Subordination Agreement was acknowledged before me, a notary public or other official qualified to
The foregoing Subordination Agreement was acknowledged before inc, a notary paone of other states of the states of
administer oaths this 20th day of Uebruary, 2013, 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
Subordinating Lender pursuant to authority granted by its Board of Directors. 5/10 is personally
produced satisfactory proof of his/her identity.
Mr. 1 m 1/1/ am 2
Christic M. Williams (Notary Public)
Christie M. Williams (Notary Public)
Christie M. Williams
Notary Public 7524530
Commonwealth of Virginia

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My Commission Expires June 30, 2016



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Order ID: 16127894 Loan No.: 0357985456

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EXHIBIT A LEGAL DESCRIPTION

The following described property:

A portion of the Northwest 1/7 of Section 18, Township 13 North, Range 19 East, M.D.B. and M., described as follows;

Commencing at the West 1/4 corner of said Section 18; thence North 0 degrees 23' 38" East, along the Westerly line of said Section a distance of 852.11 feet; thence North 89 degrees 38'45" East, a distance of 366.33 feet to the True Point of Beginning, thence said continuing North 89 degrees 38'45" East, a distance of 191.12 feet; thence North 34 degrees 21' 57" West, a distance of 241.08 feet, to a tangent curve concave to the Southeast and having a radius of 200 feet; thence Southerly along said last mentioned curve through a central angle of 62 degrees 31' 52" a distance of 218.27 feet to the True Point of beginning.

Said land also known as Lot 3, Kingsbury Acres, Unit No. 4, as set forth on Assessors Map, which is an unrecorded map.

Being the same parcel conveyed to David S. Gilliland and Patricia Gilliland from David S. Gilliland and Patricia Gilliland, Trustee of the Gilliland Family Trust dated August 31, 2010, by virtue of a deed dated 2/14/2013, recorded 2/15/2013, in deed book 0213, page 4485, as instrument no. 0818429 County of Douglas, State of Nevada.

Assessor's Parcel Number: 1319-18-210-010

