

DOC # 823298
05/10/2013 09:52AM Deputy: AR

OFFICIAL RECORD

Requested By:

First American Title Minde

Douglas County - NV

Karen Ellison - Recorder

Page: 1 of 4 Fee: \$17.00

BK-513 PG-2538 RPTT: 0.00



Assessor's Parcel Number: 1420-08-211-062

2442435C

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-XXX3643-1998

Reference Number: 236367282326614

**SUBORDINATION AGREEMENT FOR
DEED OF TRUST**

Effective Date: 3/25/2013

Owner(s): BENJAMIN P SHARIT
KATHY SHARIT

Current Lien Amount: \$120,000.00.

Senior Lender: Plaza Home Mortgage, Inc Its Successors And/or Assigns

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

Property Address: 1000 SUNNYCREST DRIVE, CARSON CITY, NV 89705



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.

BENJAMIN P. SHARIT AND KATHY SHARIT, WHO ACQUIRED TITLE AS BENJAMIN P. SHARIT AND KATHLEEN SHARIT, HUSBAND AND WIFE 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 (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 19th day of September, 2005, which was filed in Book 1005 at page 4132 (or as No. 0657433) 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 BENJAMIN P SHARIT and KATHY SHARIT (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 \$153,000.00 (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.



EXHIBIT 'A'

**LOT 13, IN BLOCK E, AS SET FORTH ON THE FINAL MAP OF SUNRIDGE HEIGHTS,
PHASES 4 & 5A, A PLANNED UNIT DEVELOPMENT, FILED FOR RECORD IN THE OFFICE
THE COUNTY RECORDER OF DOUGLAS COUNTY, STATE OF NEVADA, ON JULY 1, 1994,
BOOK 794, PAGE 12, AS DOCUMENT NO. 340968.**

A.P.N. 1420-08-211-030

