

18

Doc Number: **0831889**

10/10/2013 11:17 AM

OFFICIAL RECORDS

Requested By:

OLD REPUBLIC NATIONAL TRUST

APN: 1320-32-212-005

DOUGLAS COUNTY RECORDERS
Karen Ellison - Recorder

Page: 1 Of 5 Fee: \$ 18.00

Bk: 1013 Pg: 2185



Deputy: pk

RECORDING REQUESTED BY:

Wells Fargo
P.O. Box 31557
MAC B6955-013
Billings, MT 59107-9900

WHEN RECORDED RETURN TO:

Old Republic Title
530 S Main Street, Suite 1031
Akron OH 44311
01-13112033-02R

MAIL TAX STATEMENTS TO:

Wells Fargo
P.O. Box 31557
MAC B6955-013
Billings, MT 59107-9900

SUBORDINATION AGREEMENT

Please complete the cover page, check one of the following and sign below.

I the undersigned hereby affirm that this document submitted for recording does not contain a social security number.

OR

I the undersigned hereby affirm that this document submitted for recording contains a social security number of a person as required by law: _____ (Law).

James Sykora
Signature James Sykora

Post Closing Associate
Title

This page is added to provide additional information required by NRS 111.3 12 Sections 1-2.
(Additional recording fees applies)
This cover page must be typed or printed.

Assessor's Parcel Number: 1320-32-212-005

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-XXX8008-1998

Reference Number: 513498931954368

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

13112033

Effective Date: 8/29/2013

Owner(s): FRANK H MULLER
DEBORAH L MULLER

Current Lien Amount: \$72,000.00.

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: 1564 DESERET DRIVE, MINDEN, NV 89423

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.

FRANK H. MULLER, AND DEBORAH L. MULLER, 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 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 10th day of June, 2005, which was filed in Book 0605 at page 8592 (or as No. 0647286) 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 FRANK H MULLER and DEBORAH L MULLER (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 \$320,000.00 (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.

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:

Wells Fargo Bank, N.A.

By Jamie Ann Marchetti
(Signature)

8/29/2013
Date

Jamie Ann Marchetti
(Printed Name)

Vice President Loan Documentation
(Title)

FOR NOTARIZATION OF LENDER PERSONNEL

STATE OF Oregon)
)ss.
COUNTY OF Multnomah)

The foregoing Subordination Agreement was acknowledged before me, a notary public or other official qualified to administer oaths this 29th day of August, 2013, by Jamie Ann Marchetti, 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 produced satisfactory proof of his/her identity.

[Signature] (Notary Public)

Dylan M. Sims

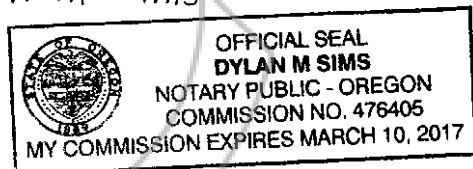


EXHIBIT "A"

SITUATED IN THE COUNTY OF DOUGLAS, STATE OF NEVADA:

LOT 5, IN BLOCK B, AS SET FORTH ON FINAL SUBDIVISION MAP LDA 02-059 FOR MACKLAND UNIT 3, FILED FOR RECORD IN THE OFFICE OF THE COUNTY RECORDER OF DOUGLAS COUNTY, STATE OF NEVADA, ON OCTOBER 13, 2003 IN BOOK 1003, AT PAGE 5813, AS DOCUMENT NO. 593255.

TAX ID NO: 1320-32-212-005

BEING THE SAME PROPERTY CONVEYED BY GRANT, BARGAIN, SALE DEED

GRANTOR: FRANK H. MULLER and DEBORAH L. MULLER, HUSBAND AND WIFE, AS COMMUNITY PROPERTY WITH RIGHT OF SURVIVORSHIP
GRANTEE: FRANK H. MULLER AND DEBORAH L. MULLER, TRUSTEES OF THE FRANK H. MULLER AND DEBORAH L. MULLER FAMILY TRUST DATED APRIL 25, 2002

DATED: 10/07/2009

RECORDED: 10/16/2009

DOC#/BOOK-PAGE: 0752299

ADDRESS: 1564 DESERET DR, MINDEN, NV 89423