Assessor's Parcel Number: 141834110034

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 inon 01301207-CD

[Space Above This Line for Recording Data]

Account: XXX-XXX-XXX6498-1998 Reference: 570794412048369

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

Effective Date: 3/10/2014

**REED SIMMONS** Owner(s):

MARY O SIMMONS

(individually and collectively "Owner(s)")

Borrower(s) **REED SIMMONS** 

MARY O SIMMONS

(individually and collectively "Borrower(s)")

Current Line of Credit Recorded Commitment \$177,000.00 being reduced to \$165,000.00.

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: 1272 LINCOLN PARK CIR, GLENBROOK, NV 89413

THIS AGREEMENT (the "Agreement"), effective as of the Effective Date above, is made by and among the Subordinating Lender, Owner(s), Borrower(s) and the Senior Lender named above.

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 REED SIMMONS, AND MARY O. SIMMONS, HUSBAND

840027

\$19.00

03/26/2014 10:46AM Deputy: SG OFFICIAL RECORD Requested By: Ticor Title - Reno (Commer

BK-314 PG-4383 RPTT: 0.00

Douglas County - NV Karen Ellison - Recorder

Fee:

DOC #

Page: 1 of 6

840027 Page: 2 of 6 03/26/2014

PG-4384

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

# 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.

Nonwai	ver –
X	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.
N/A	This Agreement may not be changed or terminated orally. No indulgence, waiver, election or non-

election by Senior Lender or the trustee(s) under the Existing Security Instrument or related

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

documents shall affect this Agreement.

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.

### SUBORDINATING LENDER:

By
(Signature) Shannon Johnson
(Title) Vice President Loan Documentation

PG-4385 840027 Page: 3 of 6 03/26/2014

BK 314

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 1014 day of MARCH, by Shannon Johnson, 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.

(Notary Public)



BK 314 PG-4386

BORROWER(S): Leceived and read a completed copy of this Modifica	ation Agreement before I signed it. I agree
to all its terms.	1/1/212015
(Signature) REED SIMMONS	(Dave) 2 ! 2014 March 2 1.2014
MILLIO ALM MAR	Mars. 2 (2014
(Signature) MARY O SIMMONS	(Date)
	~
(Signature)	(Date)
(Signature)	(Date)
(Signature)	(Date)
OWNER(S): As a signer on the Security Instrument under the Line of Cracknowledges this Modification Agreement and agrees to its terms, and a	redit Agreement, the undersigned hereby receipt of a copy of the same.    March 2! W(4)
(Signature) REED SIMMONS	(Date)
Morey & pumbo	
(Signature) MARY O SIMMONS	(Date)
(Signature)	(Date)
(Signature)	(Date)
(O.Britishe)	(Date)

BK 314 PG-4387 840027 Page: 5 of 6 03/26/2014

For An Individual Acting In His/Her Own Right: State of County of This instrument was acknowledged before fine on March 21 2014 Leed Simmons & Mary O. Simmons (date) by name(s) of person(s)). R. RICH Notary Public - State of Nevada Appointment Recorded in Washoe County (Signature of notarial officer) No: 92-0691-2 - Expires February 1, 2016 (Seal, if any) (Title and rank (optional))



840027 Page: 6 of 6 03/26/2014

# EXHIBIT A LEGAL DESCRIPTION

### Escrow No.01301207 CD

All that certain real property situate in the County of Douglas, State of Nevada, described as follows:

# PARCEL 1:

Lot 16 in Block B as shown on the Official Map of Lincoln Park Subdivision, filed in the office of the County Recorder on September 7, 1921, as Document No. 305, Official Records of Douglas County, State of Nevada

### PARCEL 2:

That certain non-exclusive easement for the use, access, maintenance and right to repair and improve a portion of a garage as described in Grant of Easement recorded August 30, 2002 in Book 802, Page 11127, as Document No. 551098, Official Records.

APN: 1418-34-110-034

