

20-  
Assessor's Parcel Number: 1220-24-201-012

Recording Requested By:

✓ Name: Wells Fargo Bank NA

Address: 2324 Drexland Ave

City/State/Zip Billings MT 59102

Real Property Transfer Tax:

Doc Number: **0840727**

04/07/2014 12:59 PM

OFFICIAL RECORDS

Requested By  
WELLS FARGO BANK

DOUGLAS COUNTY RECORDERS  
Karen Ellison - Recorder

Page: 1 of 7 Fee: \$ 20.00  
Bk: 0414 Pg: 1265



Deputy: gb

\$ \_\_\_\_\_

Subordination Agreement For Deed of Trust

(Title of Document)

Re-recording to correct Doc # 0631659 & page  
number 05215

This page added to provide additional information required by NRS 111.312 Sections 1-2. (Additional recording fee applies)

*This cover page must be typed or legibly hand printed.*

DOC # 825960  
06/25/2013 10:25AM Deputy: PK  
**OFFICIAL RECORD**  
Requested By:  
LSI -Aqua  
Douglas County - NV  
Karen Ellison - Recorder  
Page: 1 of 5 Fee: \$18.00  
BK-613 PG-6383 RPTT: 0.00



APN: 1220-24-201-012  
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.: 16287729

**Subordination Agreement for Deed of Trust**

(Title of Document)

I, the undersigned, hereby affirm that this document submitted for recording does not contain the social security number of any person or persons (per NRS 239B.030)

-OR-

I, the undersigned, hereby affirm that this document submitted for recording does contain the social security number of a person or persons as required by law:

\_\_\_\_\_  
(state specific law)

\_\_\_\_\_  
Signature  
Melissa Motteram

\_\_\_\_\_  
Recording Coordinator  
Title

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Melissa Motteram

\_\_\_\_\_  
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Assessor's Parcel Number: 1220-24-201-012

~~Recording Requested By/Return To:~~ *AM*

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]

*6517422903-1*

Account #: XXX-XXX-XXX2903-1998

Reference Number: 104206668

*W*

**SUBORDINATION AGREEMENT FOR  
DEED OF TRUST**

Effective Date: 3/15/2013

Owner(s): EVE C GARCIA  
MICHAEL J GARCIA

*re recording to correct  
Doc # 0631659 & page  
number 05215*

Current Lien Amount: \$100,000.00.

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: 1826 SULLIVAN DR, GARDNERVILLE, NV 89410-7839

**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.

MICHAEL J. GARCIA AND EVE C. GARCIA, 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 (the "Existing Security Instrument") given by the Owner, covering that real property, more particularly described as follows:

See Exhibit A

*Recorded 12/13/2004 \*Page 05215*

which document is dated the 18th day of November, 2004, which was filed in Book 1204 at page 058215 (or as No. 0631956) 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 EVE C GARCIA and MICHAEL J GARCIA (individually and collectively "Borrower") by the Subordinating Lender.

\*\* Doc #0631659

The Senior Lender has agreed to make a new loan or amend an existing loan in the original principal amount NOT to exceed \$190,530.73 (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.

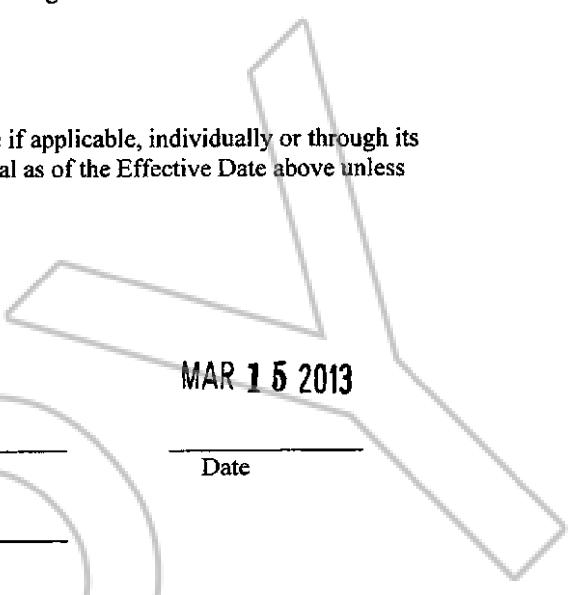
**SUBORDINATING LENDER:**

Wells Fargo Bank, N.A.

By \_\_\_\_\_  
(Signature)

Shannon Johnson  
(Printed Name)

Vice President Loan Documentation  
(Title)



MAR 15 2013

\_\_\_\_\_ Date

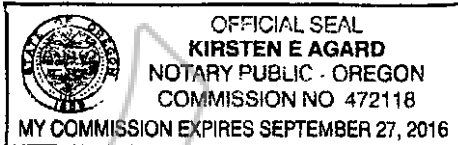
**FOR NOTARIZATION OF LENDER PERSONNEL**

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 15 day of March, 2013, 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)

Kirsten E. Agard



Order ID: 16287729  
Loan No.: 0361489065

## EXHIBIT A LEGAL DESCRIPTION

The following described property:

All that certain land being a portion of Section 24, Township 12 North, Range 20 East, M.D.B. and M., Douglas County, Nevada, being more particularly described as follows:

Commencing at the West 1/4 corner of said Section 24, thence North 658.11 feet along the Westerly boundary of said Section 24; thence East 100.00 feet; thence North 52 degrees 45'45" East 399.92 feet to the most Westerly corner of Parcel and the True point of Beginning; thence North 60 degrees 00' 00" East 100.00 feet; thence North 09 degrees 03' 35" East 374.68 feet; thence East 96.00 feet; thence South, 617.00 feet; thence along the Northwesterly boundary of Colt Lane through a non-tangent curve concave to the Southeast with central angle of 45 degrees 00' 00" and a radius of 45.00 feet an arc length of 35.34 feet; thence North 30 degrees 00' 00" West 76.58 feet; thence along a curve concave to the South west with central angle of 30 degrees 00' 00" and a radius of 300.00 foot an inc length of 157.08 feet; thence North 60 degrees 00' 00" West 70.10 feet to the point of beginning and containing 1.829 acres more or less.

Subject to and including therein an easement for access and utilities more particularly described as follows:

Commencing at said West 1/4 corner of said section 24; thence North 658.11 feet along the Westerly boundary of said Section 24; thence East 100.00 feet; thence North 52 degrees 45' 45" East 354.92 feet to the True Point of Beginning; thence, continuing North 52 degrees 45' 45" East 45.00 feet; thence South 60 degrees 00' 00" East 70.10 feet; thence along a curve Concave to the Southwest with central angle of 30 degrees 00' 00" and a radius of 300.00 foot an arc length of 157.08 feet; thence South 30 degrees 00' 00" East 76.58 feet; thence along the Northwesterly boundary of Colt Lane through a non-tangent curve concave to the Southeast with central angle of 42 degrees 30' 31" and radius of 45.00 feet an arc length of 33.38 feet; thence North 30 degrees 00' 00" West 95.45 feet; thence along a curve concave to the Southwest with central angel of 30 degrees 00' 00" and radius of 275.00 feet an ate length of 143.99 feet; thence North 60 degrees 00' 00" West 32.68 feet; thence along a non-tangent curve concave to the North with central angle of 79 degrees 00' 48" and radius of 45.00 feet an arc length of 62.06 feet to the point of beginning.

Shown as Parcel 2 of that certain Parcel Map recorded November 28, 1978, for Basil Coburn, in Book 1178 of Official Records at page 1501, as Documont No. 27643, Douglas County, Nevada.

Being the same parcel conveyed to Michael Jon Garcia and Eve C. Garcia from Swan James Richard, by virtue of a deed dated 2/12/2010, recorded 2/18/2010, as Instrument No. 0758975, County of Douglas, State of Nevada.

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