

DOUGLAS COUNTY, NV

2014-851501

Rec:\$21.00

\$21.00 Pgs=8

10/22/2014 02:44 PM

ETRCO, LLC

KAREN ELLISON, RECORDER

APN# : 1319-11-002-009

Recording Requested By:

Western Title Company, Inc.

Escrow No.: 067076-ARJ

When Recorded Mail To:

Wells Fargo

P.O. Box 31557

MAC B6955-013

Billings, MT 59107-9900

Mail Tax Statements to: (deeds only)

(space above for Recorder's use only)

I the undersigned hereby affirm that the attached document, including any exhibits, hereby submitted for recording does not contain the social security number of any person or persons.

(Per NRS 239B.030)

Signature



Susan Lapin

Escrow Assistant

Subordination Agreement for Modification of Deed of Trust

This page added to provide additional information required by NRS 111.312
(additional recording fee applies)

Assessor's Parcel Number: 1319-11-002-009

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: 160513352104 - 20060347500141

**SUBORDINATION AGREEMENT FOR MODIFICATION OF
DEED OF TRUST**

Effective Date: 10/7/2014

Owner(s): MARK S BYRNE
RAMONA H BYRNE

(individually and collectively "Owner(s)")

Borrower(s) MARK S BYRNE
RAMONA H BYRNE

(individually and collectively "Borrower(s)")

Current Line of Credit Recorded Commitment \$164,000.00 being reduced to \$136,000.00.

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: 2241 WILLOWBEND RD, GENOA, NV 89410

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 (the "Existing Security Instrument") given by MARK S. BYRNE AND RAMONA H. BYRNE, HUSBAND AND WIFE AS

COMMUNITY PROPERTY WITH RIGHT OF SURVIVORSHIP , covering that real property, more particularly described in the legal description attached to the Existing Security Instrument recorded as follows. Which document is dated the 3rd day of March, 2006, which filed in Document ID# 0670663 at page N/A (or as No. N/A) 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 Borrower(s) 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 \$301,000.00 (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.

The Senior Lender has an existing loan in the original principal amount of N/A (the "Senior Loan") to the Borrower, which was intended to be secured by a first lien mortgage on the Property. The Senior Loan is secured by a Deed of Trust, executed by Borrower, as trustor, in favor of N/A, as trustee for the benefit of Wells Fargo Bank, N.A., as beneficiary and recorded on N/A in N/A N/A at page N/A (or as No. N/A) of the Official Records in the Office of the Recorder of the County of N/A, State of Nevada (the "Senior Security Instrument"). Through an inadvertent error, the Junior Security Instrument was recorded prior to the Senior Security Instrument.

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 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.

Subordinating Lender hereby subordinates the lien of the Existing Security Instrument, and all of its modifications, extensions and renewals, to the lien of the Senior Lender's 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. Agreement to Change Credit Limit

The Subordinating Lender's agreement to subordinate is conditioned subject to the following:

Change in Line of Credit Agreement

The credit limit under the Line of Credit Agreement is hereby changed from \$164,000.00 to the new credit limit of \$136,000.00.

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

Change in Security Interest

The lien evidenced by the Existing Security Instrument is hereby reduced from \$164,000.00 to \$136,000.00.

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.

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.

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 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.

E. Signatures and Acknowledgements

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:

Wells Fargo Bank, N.A.


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

10/7/2014
Date

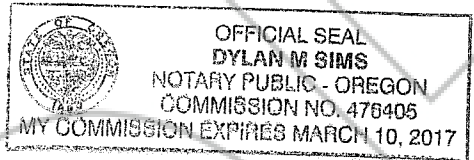
FOR NOTARIZATION OF LENDER PERSONNEL

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 21ST day of OCTOBER, 2014, 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)



BORROWER(S): I received and read a completed copy of this Modification Agreement before I signed it. I agree to all its terms.

<u>Mark S Byrne</u> (Signature) MARK S BYRNE	<u>10-17-14</u> (Date)
<u>[Signature]</u> (Signature) RAMONA H BYRNE	<u>10/17/2014</u> (Date)
_____ (Signature)	_____ (Date)
_____ (Signature)	_____ (Date)
_____ (Signature)	_____ (Date)
_____ (Signature)	_____ (Date)
_____ (Signature)	_____ (Date)
_____ (Signature)	_____ (Date)

OWNER(S): As a signer on the Security Instrument under the Line of Credit Agreement, the undersigned hereby acknowledges this Modification Agreement and agrees to its terms, and a receipt of a copy of the same.

<u>Mark S Byrne</u> (Signature) MARK S BYRNE	<u>10-17-14</u> (Date)
<u>[Signature]</u> (Signature) RAMONA H BYRNE	<u>10/17/2014</u> (Date)
_____ (Signature)	_____ (Date)
_____ (Signature)	_____ (Date)
_____ (Signature)	_____ (Date)
_____ (Signature)	_____ (Date)
_____ (Signature)	_____ (Date)
_____ (Signature)	_____ (Date)

For An Individual Acting In His/Her Own Right:

State of Nevada
County of Douglas

This instrument was acknowledged before me on 10/17/14 (date) by
mark S. Byrne & Ramona H. Byrne

(name(s) of person(s)).

Anu Jansse
(Signature of notarial officer)

(Seal, if any)

notary
(Title and rank (optional))

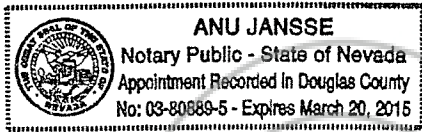


EXHIBIT "A"

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

**Lot 8, of WILLOWBEND SUBDIVISION, according to the map thereof, filed in the
office of the County Recorder of Douglas County, State of Nevada, on July 8, 1969, in
Book 67, Page 567, as Document No. 44850.**

**Assessor's Parcel Number(s):
1319-11-002-009**

