

Assessor's Parcel Number: 1220-03-110-047

Recording Requested By/Return To:

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

This Instrument Prepared by:

Wells Fargo Bank
MAC P6101-170
P.O. Box 4149
Portland, OR 97208-4149
1-800-945-3056

[Space Above This Line for Recording Data]

Reference: 7028060048 - 20072503384007

**SUBORDINATION AGREEMENT FOR
OPEN-END DEED OF TRUST**

Effective Date: 8/31/2015

Current Lien Amount: \$115,000.00

Senior Lender: Nationstar Mortgage, LLC.

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: 1410 KITTYHAWK, GARDNERVILLE, NV 89410

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

The Subordinating Lender has an interest in the Property by virtue of a Open-End Deed of Trust (the "Existing Security Instrument") given by MARTIN J. HUARTE, SR. (DECEASED) AND MARIA HUARTE ALSO KNOWN AS MARTIN JOSE HUARTE (DECEASED) AND MARIA MARGARET HUARTE, TRUSTEES OF THE HUARTE FAMILY TRUST DATED 11-12-04, 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 18th day of September, 2007, which filed in Book 1007 at page 2419 (or as No. 0710825) of the Official Records in the Office of the Recorder of the County of Douglas, State of Nevada.

The Senior Lender has agreed to make a new loan or amend an existing loan in the original principal amount NOT to exceed \$123,200.00 (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.

N/A 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 Nationstar Mortgage, LLC., 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.

N/A 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. 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.

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.

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) Barbara A. Edwards
(Title) Vice President Loan Documentation

AUG 31 2015
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 31st day of August, 2015, by Barbara A. Edwards, 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)

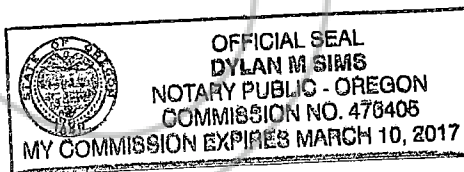


EXHIBIT A
Legal Description

The land hereinafter referred to is situated in the City of Gardnerville, County of Douglas, State of NV, and is described as follows:

That portion of Lot 2 in Block A as shown on the map entitled Stodick Estates South Phase 1, in the County of Douglas, State of Nevada, filed December 13, 2004 as Document No. 631678 in the office of the county recorder of said county, described as follows:

Commencing at the northeast corner of the detention pond parcel, as shown on said map;

Thence South 08 degrees 51 minutes 34 seconds East, 8.11 feet;

Thence South 89 degrees 20 minutes 34 seconds East, 80.92 feet to the point of beginning;

Thence continuing South 89 degrees 20 minutes 34 seconds East, 86.87 feet;

Thence South 01 degrees 00 minutes 33 seconds East, 108.77 feet to the southeast corner of said lot 2, said points also being on the northerly right-of-way line of Stodick Lane, as shown on said map, also known as Kittyhawk Avenue;

Thence along said northerly right-of-way line, along the arc of a curve to the left, non-tangent to the preceding course, having a radius of 518.50 feet, central angle of 07 degrees 51 minutes 01 seconds, arc length of 71.04 feet and chord bearing and distance of South 85 degrees 03 minutes 56 seconds West, 70.98 feet to the southwest corner of said lot 2;

Thence North 08 degrees 51 minutes 34 seconds West, 117.25 feet to the point of beginning.

Said property is also shown as parcel P-2 on that certain record of survey map filed March 15, 2005 as Document No. 639092 in the Office of the Douglas County Recorder.

And being the same property conveyed from Martin J. Huarte and Maria M. Huarte, husband and wife as joint tenants, the Grantors, to Martin Jose Huarte and Maria Margaret Huarte, Trustees of The Huarte Family Trust dated 11-12-04, the Grantees by virtue of Deed dated 5/21/2007, and recorded 5/24/2007, as Document Number 701761 among the aforesaid Land Records.

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