

Assessor's Parcel Number: 1318-10-413-015

**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

# 072513

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Reference: 533057540038265 - 20152099000027

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

Effective Date: 5/12/2016

Current Lien Amount: \$25,000.00

Senior Lender: IMPAC Mortgage Corp., DBA Cashcall Mortgage

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: FIRST AMERICAN TITLE INS. CO.

Property Address: 640 INSPIRATION DR, ZEPHYR COVE, NV 89448-0000

**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 Short Form Open-End Deed of Trust (the "Existing Security Instrument") given by HARRY BATTEN AND SHIRALEE BATTEN, HUSBAND AND WIFE, AS JOINT TENANTS, 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 22nd day of August, 2015, which filed in Document ID# 2015-869359 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 Senior Lender has agreed to make a new loan or amend an existing loan in the original principal amount NOT to exceed \$412,000.00 (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.

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 IMPAC Mortgage Corp., DBA Cashcall Mortgage, 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**

X 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 FIRST AMERICAN TITLE INS. CO., 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 FIRST AMERICAN TITLE INS. CO. as Trustee and designates and appoints American Securities Company Of Nevada 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** –

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 documents shall affect this Agreement.



**WFG Lender Services, LLC**

**COMMITMENT**

**EXHIBIT "A"**

LEGAL DESCRIPTION:

THE REAL PROPERTY SITUATE IN THE COUNTY OF DOUGLAS, STATE OF NEVADA, DESCRIBED AS FOLLOWS:

LOT 89, AS SHOWN ON THE OFFICIAL MAP OF ZEPHYR KNOLLS SUBDIVISION, UNIT NO. 4, FILED IN THE OFFICE OF THE COUNTY RECORDER OF DOUGLAS COUNTY, NEVADA ON OCTOBER 14, 1957, AS DOCUMENT NO. 12699.

EXCEPT THE FOLLOWING DESCRIBED PROPERTY:

ALL THAT REAL PROPERTY SITUATE WITHIN THE EAST 1/2 OF THE SOUTHWEST ONE-QUARTER OF SECTION 10, TOWNSHIP 13 NORTH, RANGE 18 EAST, M.D.M., DOUGLAS COUNTY, NEVADA, AS DISCLOSED IN THAT CERTAIN JUDGMENT QUIETING TITLE RECORDED, JUNE 16, 2005, IN BOOK 0605, AT PAGE 7131, AT DOCUMENT NO. 647015, OFFICIAL RECORDS OF DOUGLAS COUNTY, NEVADA, DESCRIBED AS FOLLOWS:

ALL THAT PORTION OF LOT 89 OF ZEPHYR UNIT 4, FILED FOR RECORD AS DOCUMENT NO. 12699 IN THE OFFICIAL RECORDS OF DOUGLAS COUNTY, NEVADA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE MOST SOUTHERLY CORNER OF SAID LOT 89, SAID POINT BEING ON THE NORTHWESTERLY RIGHT-OF-WAY LINE OF INSPIRATION DRIVE, A SHOWN ON SAID DOCUMENT NO. 12699;

THENCE LEAVING SAID NORTHWESTERLY RIGHT-OF-WAY LINE, RUNNING ALONG THE WESTERLY LINE OF SAID LOT 89, NORTH 28 DEGREES 00 MINUTES 40 SECONDS WEST, 18.70 FEET;

THENCE LEAVING SAID WESTERLY LINE, SOUTH 79 DEGREES 23 MINUTES 00 SECONDS EAST, 16.70 FEET TO A POINT ON SAID NORTHWESTERLY RIGHT-OF-WAY LINE OF INSPIRATION DRIVE;

THENCE ALONG SAID NORTHWESTERLY RIGHT-OF-WAY LINE, SOUTH 29 DEGREES 37 MINUTES 00 SECONDS WEST, 15.45 FEET TO THE POINT OF BEGINNING.

P.I.D#: 131810413015