

**Recording Requested By
First American Title**

Assessor's Parcel Number: 1418-10-401-004

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 P6050-017
P.O. Box 4149
Portland, OR 97208-4149
1-800-945-3056

DOUGLAS COUNTY, NV **2019-937993**
Rec:\$35.00
\$35.00 Pgs=9 11/12/2019 11:43 AM
SYNRGO, INC. BREA
KAREN ELLISON, RECORDER

319214

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Reference: 212557171403412 - 20182050015610

**SUBORDINATION AGREEMENT AND MODIFICATION OF
SHORT FORM OPEN-END DEED OF TRUST**

Effective Date: 9/26/2019

Owner(s): ERNEST W MOODY, TRUSTEE

(individually and collectively "Owner(s)")

Borrower(s) ERNEST W MOODY

(individually and collectively "Borrower(s)")

Current Line of Credit Recorded Commitment \$6,000,000.00 being reduced to \$3,000,000.00.

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: First American Title Ins Co.

Property Address: 181 YELLOW JACKET ROAD, 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 Short Form Open-End Deed of Trust (the "Existing Security Instrument") given by ERNEST W. MOODY, TRUSTEE OF THE ERNEST W. MOODY

REVOCABLE TRUST DATED JANUARY 14, 2009, covering that real property, more particularly described in the legal description attached to the Existing Security Instrument; which document is dated the 20th day of November, 2018, and which was filed in Document ID# 2018-923099 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 \$4,000,000.00 (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. To be recorded concurrently with this agreement.

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. If, however, the New Loan or Amended Loan exceeds \$4,000,000.00 the Subordination Agreement is VOID. Further, if the Borrower(s) do not agree to the reduced credit limit, if applicable, then this Agreement is VOID.

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").

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 Reduce 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 \$6,000,000.00 to the new credit limit of \$3,000,000.00.

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 \$6,000,000.00 to \$3,000,000.00.

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

B. Agreement to Subordinate

If all terms and conditions set forth in this Agreement are met, the 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

If all the terms and conditions set forth in this Agreement are met, 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.

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 –

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.

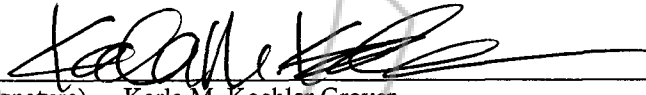
Severability – The invalidity or unenforceability of any portion of this Agreement shall not affect the remaining provisions and portions of this Agreement.

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) Karla M. Koehler Grover
(Title) Vice President Loan Documentation

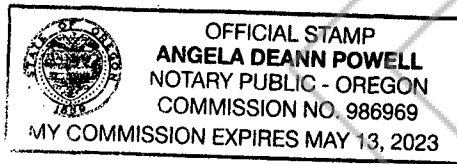
SEP 26 2019
Date

FOR NOTARIZATION OF LENDER PERSONNEL

STATE OF Oregon)
)ss.
COUNTY OF Washington)

The foregoing Subordination Agreement was acknowledged before me, a notary public or other official qualified to administer oaths this 26th day of September, 2019, by Karla M. Koehler Grover, 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.

Angela Deann Powell (Notary Public)
Angela Deann Powell



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

Ernest W Moody
(Signature) ERNEST W MOODY

10/4/19
(Date)

(Signature)

(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.

Ernest W Moody TRUSTEE
(Signature) ERNEST W MOODY, TRUSTEE

10/4/19
(Date)

(Signature)

(Date)

(Signature)

(Date)

(Signature)

(Date)

(Signature)

(Date)

(Signature)

(Date)

(Signature)

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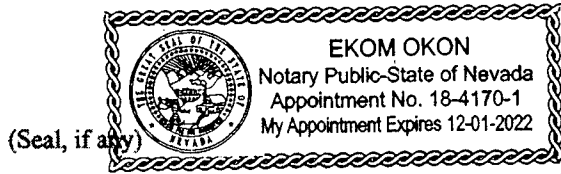
(Date)

For An Individual Acting In His/Her Own Right:

State of NEVADA
County of CLARK

This instrument was acknowledged before me on Oct 4th, 2019 (date) by
ERNEST W. MOODY

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



Ekom Okon
(Signature of notarial officer)

NOTARY PUBLIC
(Title and rank (optional))

EXHIBIT 'A'

File No.: **11060-318216 (SSC)**
Property: **181 YELLOW JACKET RD, GLENBROOK, NV 89413**

PARCEL 1:

BEGINNING AT THE 1/4 SECTION CORNER ON THE SOUTH LINE OF SECTION 10, TOWNSHIP 14 NORTH, RANGE 18 EAST, MOUNT DIABLO BASE AND MERIDIAN; THENCE FROM SAID POINT OF BEGINNING, SOUTH 92.80 FEET; THENCE NORTH 68° 30' WEST 300.85 FEET; THENCE NORTH 12° 05' 04" EAST 266.75 FEET; THENCE NORTH 47° 19' EAST 135.00 FEET TO THE TRUE POINT OF BEGINNING; THENCE FROM SAID TRUE POINT OF BEGINNING NORTH 42° 41' WEST 399.58 FEET TO A POINT IN THE MEANDER LINE; THENCE ALONG SAID MEANDER LINE NORTH 58° 49' EAST 137.77 FEET TO A POINT IN THE SOUTHWESTERLY LINE OF LANDS DEEDED BY THE GLENBROOK COMPANY, A DELAWARE CORPORATION TO EDWARD S. CLARK AND ELIZABETH C. CLARK, HIS WIFE, BY DEED RECORDED OCTOBER 3, 1946 IN BOOK Y OF DEEDS AT PAGE 21, DOUGLAS COUNTY, NEVADA, RECORDS; THENCE ALONG SAID SOUTHWESTERLY LINE SOUTH 42° 41' EAST 372.96; THENCE SOUTH 60° 48' WEST 3.65 FEET; THENCE SOUTH 47° 19' WEST 131.45 FEET TO THE TRUE POINT OF BEGINNING.

PARCEL 2:

A RIGHT OF WAY OVER THAT CERTAIN ROAD AS NOW LOCATED OR AS IT MAY BE LOCATED HEREAFTER, EXTENDING FROM THE STATE HIGHWAY KNOWN AS U.S. ROUTE 50 TO THE HEREINABOVE DESCRIBED PROPERTY.

PARCEL 3:

BEGINNING AT A POINT ON THE MEANDER LINE OF LAKE TAHOE SAID POINT BEING THE MOST WESTERLY CORNER OF THAT CERTAIN 3.249 ACRE PARCEL DEEDED TO CLARK; THENCE FROM SAID POINT OF BEGINNING ALONG SAID MEANDER LINE SOUTH 58° 49' WEST 137.77 FEET; THENCE LEAVING SAID LINE NORTH 42° 41' WEST 64.33 FEET TO A POINT IN THE SHORE LINE OF LAKE TAHOE; THENCE ALONG SAID SHORE LINE THE FOLLOWING COURSES AND DISTANCES: NORTH 72° 32' EAST 56.32 FEET; THENCE NORTH 64° 48' EAST 73.00 FEET; THENCE NORTH 31° 20' EAST 15.00 FEET TO A POINT WHICH BEARS NORTH 42° 41' WEST FROM THE POINT OF BEGINNING; THENCE SOUTH 42° 41' EAST 50.00 FEET TO THE POINT OF BEGINNING.

EXCEPTING ANY PORTION OF THE ABOVE DESCRIBED PROPERTY LYING WITHIN THE BED OF LAKE TAHOE BELOW THE LINE OF NATURAL ORDINARY HIGH WATER AND ALSO EXCEPTING ANY ARTIFICIAL ACCRETIONS TO THE LAND WATERWARD OF THE LINE OF NATURAL ORDINARY HIGH WATER OR, IF LAKE LEVEL HAS BEEN ARTIFICIALLY LOWERED, EXCEPTING ANY PORTION LYING BELOW AN ELEVATION OF 6,223.00 FEET, LAKE TAHOE DATUM ESTABLISHED BY NRS 321.595.

REFERENCE IS HEREBY MADE TO THAT CERTAIN RECORD OF SURVEY FOR W. C. HUTCHISON, ET AL, FILED ON DECEMBER 28, 1995 AS FILE NO. 377723.

THE ABOVE METES AND BOUNDS LEGAL DESCRIPTION APPEARED PREVIOUSLY IN THAT

**CERTAIN WARRANTY DEED RECORDED DECEMBER 16, 2011, IN BOOK 1211, PAGE
3723, DOCUMENT NO. 794432, OF OFFICIAL RECORDS, DOUGLAS COUNTY, NEVADA.**

A.P.N. 1418-10-401-004

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