DOUGLAS COUNTY, NV

2021-965944

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STEWART TITLE COMPANY - NV KAREN ELLISON, RECORDER

Assessor's Parcel Number: 1420-08-611-003

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

[Space Above This Line for Recording Data]

Reference: 7029663775 - 20192180006349

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

Effective Date: 4/19/2021

Current Lien Amount: \$100,000.00

Senior Lender: Sierra Pacific Mortgage, Inc.

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: 1096 TEE DR, MINDEN, NV 89423-0000

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 RANDAL A. TREFRY AND KIMBERLY A. TREFRY, HUSBAND AND WIFE AS JOINT TENANTS WITH RIGHTS OF SURVIVORSHIP., covering that real property, more particularly described in the legal description attached to the Existing Security Instrument; which document is dated the 10th day of September, 2019, and which was filed in Document ID# 2019-935519 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 \$226,000.00 (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 \$226,000.00 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 Sierra Pacific Mortgage, Inc., 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



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.



If all 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.

#### 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 UNITED TITLE OF NEVADA, INC. 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 nonelection by New Lender or the trustee(s) under the New Security Instrument or related documents shall affect this Agreement.



This Agreement may not be changed or terminated orally. No indulgence, waiver, election or nonelection 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.

SUBORDINA	TING LENDER:			\ \
Wells Fargo Ba	mk, N.A.	'		
By (Signature)	Joseph Brothers		Date	_ \
(Title)	Vice President Loan Documer	ntation	Date	
FOR NOTARI	IZATION OF LENDER PERS	ONNEL	/ /	1
STATE OF	Minnesota	)ss.	) )	
COUNTY OF	Hennepin	)	/ /	
The foregoing S	Subordination Agreement was ac	knowledged before me, a n	otary public or other offic	ial qualified to
administer oath	s this 20 day of A	PP1L , 20	21_, by Joseph Brotl	ters, as Vice
Subordinating I	Documentation of Wells Fargo E ender pursuant to authority gran	ted by its Board of Director	ng Lender, on benait of s rs. S/he is personally kno	aid wn to me or has
produced satisf	actory proof of his/her identity.			
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Caitlin Andersh		(Notary Public)	S. 1 CASTERNAMET TORSE IN .	LIN ANDERSH lotery Public
	\ \	) )	My Con	e of Minnesota
		) )	Jan	uary 31, 2025
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