

Assessor's Parcel Number: 1318-10-316-0116

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: 8258294406 - 20142549500032

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

Effective Date: 8/31/2021

Current Lien Amount: \$283,000.00

Senior Lender: Caliber Home Loans

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: 637 ZEPHYR HEIGHTS DRIVE, 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 JOHN L. SMITH, TRUSTEES, OR HIS SUCCESSORS IN TRUST, UNDER THE JOHN L. SMITH LIVING TRUST, DATED MAY 11, 2005 AND ANY AMENDMENTS THERETO, covering that real property, more particularly described in the legal description attached to the Existing Security Instrument; which document is dated the 23rd day of October, 2014, and which was filed in Document ID# 2014-852549 at page (or as No.) 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 \$548,250.00 (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 \$548,250.00 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.

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 Caliber Home Loans, 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.

N/A 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 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 Shawn Glidden
(Signature) Shawn Glidden
(Title) Vice President Loan Documentation

September, 2021
Date

FOR NOTARIZATION OF LENDER PERSONNEL

STATE OF Minnesota)
) ss.
COUNTY OF Hennepin)

The foregoing Subordination Agreement was acknowledged before me, a notary public or other official qualified to administer oaths this 6 day of SEPTEMBER, 2021, by Shawn Glidden, 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.

Michael Allen Still (Notary Public)
Michael Allen Still

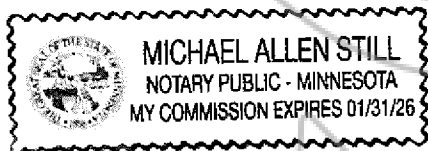


EXHIBIT 'A'

File No.: **121-2631896 (KS)**

Property: **637 Zephyr Heights Drive, Zephyr Cove, NV 89448**

PARCEL 1:

LOT 9, BLOCK F, AS SHOWN ON THE MAP OF ZEPHYR HEIGHTS SUBDIVISION NO. 5, FILED IN THE OFFICE OF THE COUNTY RECORDER ON JUNE 7, 1955 IN BOOK 1 OF MAPS AS DOCUMENT NO. 10442, OFFICIAL RECORDS OF DOUGLAS COUNTY, STATE OF NEVADA.

EXCEPTING THEREFROM ALL THAT PORTION OF LOT 9, BLOCK F, AS SHOWN ON THAT CERTAIN MAP ENTITLED ZEPHYR HEIGHTS NO. 5, FILED FOR RECORD ON JUNE 7, 1955, DOCUMENT NO. 10442, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE MOST EASTERLY CORNER OF SAID LOT 9; THENCE SOUTH 67°32'32" WEST, 10.51 FEET; THENCE NORTH 03°00'39" WEST, 31.57 FEET; THENCE SOUTH 22°27'28" EAST, 29.77 FEET TO THE POINT OF BEGINNING.

PARCEL 2:

ALL THAT PORTION OF LOT 7, BLOCK F, AS SHOWN ON THAT CERTAIN MAP ENTITLED ZEPHYR HEIGHTS NO. 5, FILED FOR RECORD ON JUNE 7, 1955, DOCUMENT NO. 10442, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE WESTERLY LINE OF SAID LOT 7, WHICH BEARS SOUTH 22°27'28" EAST, 20.69 FEET FROM THE MOST WESTERLY CORNER OF LOT 7; THENCE SOUTH 75°16'16" EAST, 15.41 FEET; THENCE SOUTH 14°43'44" WEST, 20.31 FEET TO A POINT ON SAID WESTERLY LINE; THENCE NORTH 22°27'28" WEST, 25.49 FEET TO THE POINT OF BEGINNING.

SAID PARCELS 1 AND 2 MORE FULLY SHOWN OF THAT CERTAIN RECORD OF SURVEY LOT LINE ADJUSTMENT FOR DOROTHY ALLER RECORDED IN THE OFFICE OF THE COUNTY RECORDER OF DOUGLAS COUNTY, STATE OF NEVADA ON DECEMBER 13, 1988 IN BOOK 1288, PAGE 1665, AS DOCUMENT NO. 192513, OF OFFICIAL RECORDS.

THE ABOVE METES AND BOUND DESCRIPTION APPEARED PREVIOUSLY IN THAT CERTAIN DOCUMENT RECORDED MAY 13, 1999 IN BOOK 0599 PAGE 2490 AS INSTRUMENT 0467921.

A.P.N. 1318-10-316-016