A.P.N.: 02-181-09 Recording Requested by: LSI When Recorded Mail to:

Attn: Custom Recording Solutions 2550 N. Red Hill Ave. Santa Ana, CA 92705

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LESTIE BOUGHER

**Subordination Agreement** 

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#### SUBORDINATION AGREEMENT

NOTICE: This subordination agreement results in your security interest in the property becoming subject to and of lower priority than the lien of some other or later security instrument

This Agreement is made this 30<sup>th</sup> day of August 2005, by and between **Wells Fargo Bank**, **N.A.** a national bank (herein called "Lien Holder"), and **Wells Fargo Bank**, **N.A.**, a national bank (herein called the "Lender").

## RECITALS

Lien Holder is the beneficiary/mortgagee under a deed of trust/mortgage, dated 10/25/01, executed by LOUIS C. MENDITTO AND DALE M. MENDITTO, HUSBAND AND WIFE (the "Debtor") which was recorded in the county of LINCOLN, State of NEVADA, as Book 160, Page 36 on 11/21/01 (the "Subordinated Instrument") covering real property located in PANACA in the above-named county of LINCOLN, State of NEVADA, as more particularly described in the Subordinated Instrument (the "Property").

## PLEASE SEE ATTACHED EXHIBIT "A" (Legal Description)

Lender will make a loan to the Debtor secured by a deed of trust/mortgage on the Property which will be recorded (the "Lender Instrument"). The Lender Instrument will secure a promissory note/line of credit agreement in the amount of \$99393.

Lien Holder has agreed to execute and deliver this Subordination Agreement.

ACCORDINGLY, in consideration of the property and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Lien Holder hereby agrees with Lender as follows:

- Regardless of any priority otherwise available to Lien Holder, the lien of the Subordinated Instrument is, shall be and shall remain fully subordinate for all purposes to the lien of the Lender Instrument, to the full extent of the sum secured by the Lender Instrument, including not only principal and interest on the principal indebtedness secured thereby but all other sums secured by the Lender Instrument, excluding non-obligatory future advances.
- 2. Lien Holder warrants to Lender that Lien Holder presently owns the Subordinated Instrument and indebtedness secured thereby, free and clear of all liens, security interests and encumbrances.
- 3. This Agreement is made under the laws of the State of NEVADA. It cannot be waived or changed, except by a writing signed by the parties to be bound thereby. This Agreement is made between Lender and Lien Holder. It shall be binding upon Lien Holder and the successors and assigns of Lien Holder, and shall inure to the benefit of, and shall be enforceable by, Lender and its successors and assigns. Neither the Debtor nor any other person (except Lender, its successors and assigns), shall be entitled to rely on, have the benefit of or enforce this Agreement.

IN WITNESS WHEREOF, this Subordination Agreement is executed on the day and year first above stated.

WELLS FARGO BANK, N.A.

NOTICE: This subordination agreement contains a provision which allows the person obligated on your real property security to obtain a loan a portion of which may be expended for other purposes than improvement of the land

By: Melissa Williams

Title: Vice President of Loan Documentation

STATE OF South Carolina)
) SS.

COUNTY OF York)

The foregoing instrument was acknowledged before me this 30<sup>th</sup> day of August, 2005, by Melissa Williams, Vice President of Loan Documentation of Wells Fargo Bank, N.A.

WITNESS my hand and official seal.

My commission expires: October 31, 2013

Robert A. McBride Notary Public Order ID1658052 Loan Number: 708-0052592532

# EXHIBIT A LEGAL DESCRIPTION

THE REAL PROPERTY SITUATE IN THE COUNTY OF LINCOLN, STATE OF NEVADA, DESCRIBE AS FOLLOWS:

A PARCEL OF LAND WITH THE NORTHWEST QUARTER (NW1/4) OF THE SOUTHEAST QUARTER (SW1/4) OF SECTION 9, TOWNSHIP 2 SOUTH, RANGE 68 EAST. M.D.M.. SUBJECT PARCEL BEING A PORTION OF LOT 1, BLOCK 27 ADJOINING 3RD STREET ON THE WEST AND HANSEN STREET ON PARTICULARLY DESCRIBED AS FOLLOWS:

PARCEL A OF THAT CERTAIN PARCEL MAP RECORDED MARCH 20, 1995 IN THE OFFICE OF THE COUNTY RECORDER OF LINCOLN COUNTY, NEVADA IN BOOK A OF PLATS. PAGE 441 AS FILE NO. 103205, LINCOLN COUNTY, NEVADA RECORDS.

ASSESSOR'S PARCEL NUMBER FOR 1994 - 1995, 02-181-09

BEING THE SAME PARCEL CONVEYED TO LOUIS C. MENDITTO AND DALE M. MENDITTO FROM WANDA M. ADAIR BY VIRTUE OF A DEED DATED MARCH 04. 1995 RECORDED MARCH 24. 1995 IN DEED BOOK 112. PAGE 550 IN LINCOLN COUNTY, NEVADA

