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OFFICIAL RECORD

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Douglas County - NV
Werner Christen - Recorder

Page: 1 Of 4 Fee: 42.00
BK-0608 PG-1969 RPTT: 0.00



Assessor's Parcel Number:

Recording Requested By:

✓ Name: Bank of America

Address: 9000 Southside Blvd., Bldg 700

City/State/Zip Jacksonville, FL 32256

Real Property Transfer Tax: \$

Subordination Agreement

(Title of Document)

This page added to provide additional information required by NRS 111.312 Sections 1-2. (Additional recording fee applies)

This cover page must be typed or legibly hand printed.

(Do not write above this line. This space is reserved for recording.)



**Real Estate Subordination Agreement
(Bank of America to Bank of America)**

PARCEL TAX MAP ID NO. 1418/15/110006

This instrument was prepared by
and after recording returned to:
Bank of America, N.A. Collateral Tracking
9000 Southside Blvd., Bldg 700
Jacksonville, FL 32256
Loan Account being subordinated#: 69181005685399

CRESS/HFS File No. 6548764
New Senior Loan Acct # 6102402796

This Real Estate Subordination Agreement ("Agreement") is executed as of 5/8/2008, by Bank of America, N.A., having an address of **21000 NW Evergreen Pkwy, Hillsboro, OR 97124-7121** ("Subordinator"), in favor of Bank of America, N.A., having an address for notice purposes of: Bank of America, 4161 Piedmont Parkway, Greensboro, NC 27410 ("Bank of America, N.A."),

Whereas, Subordinator is the owner and holder of, or creditor under, the indebtedness described in and secured by a security instrument (deed of trust, deed to secure debt or mortgage) dated 1/6/2006 executed by Andrew S. Kassels and Shellie L. Kassels and which is recorded on 1/13/2006 Instr No. 0665709 Book 0106 Page 4715, and if applicable, of the land or torrens records of Douglas County, State of NV as same may have been or is to be modified prior hereto or contemporaneously herewith (the "Senior Lien"), encumbering the land described in therein (said land and such improvements, appurtenances and other rights and interests regarding said land, if any, as are described in the Senior Lien being called herein collectively, the "Property"; and

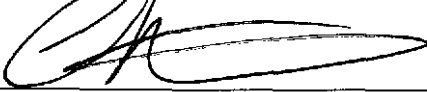
Whereas, Bank of America has been requested to make a loan, line of credit or other financial accommodation to Andrew S. Kassels and Shellie L. Kassels (jointly and severally, "Borrower"), to be secured by, without limitation, either a deed or trust, deed to secure debt or mortgage (the "Junior Lien"), covering, without limitation, the Property and securing the indebtedness described therein including the payment of a promissory note, line of credit agreement or other borrowing agreement made by Borrower and/or others payable to the order of the Bank of America in the maximum principal face amount of ~~\$1,000,000.00~~ (the "Principal Amount"), [For North Carolina only – bearing interest and payable as therein provided at the maximum rate of % for a period not to exceed months], including provisions for acceleration and payment of collection costs (the "Obligation"); the Junior Lien and the Obligation to contain such other terms and provisions as Bank of America and Borrower shall determine; and

Now, Therefore, for valuable consideration, Subordinator hereby subordinates the Senior Lien to Bank of America's Junior Lien, subject to the terms of this Agreement. The Subordinator's Senior Lien is subordinated to Bank of America's Junior Lien only to the extent of the Principal Amount of the Obligation and any amounts advanced pursuant to the terms of the Obligation or the security instrument for the payment of insurance premiums, taxes, costs of collection, protection of the value of the Property or Bank of America's rights in the Property or foreclosure. All other rights of Subordinator now or hereafter existing in or with respect to the Senior Lien, are and shall remain completely and unconditionally subordinate, to the Junior Lien and the rights of Bank of America regardless of the frequency or manner of renewal, extension, consolidation or modification of the Junior Lien or the Obligation.

This Agreement shall inure to the benefit of the Subordinator and Bank of America and their respective successors and assigns, including any purchaser(s) (at foreclosure or otherwise) of the Property or any part thereof, and their respective successors and assigns.

Bank of America, N.A.

Date : May 8, 2008

By: 

Witnesses (as required)

Printed name: Chris Richardson
Title: Assistant Vice President

Printed Name:


Printed Name:

State of MISSOURI
City of St. Louis

Bank of America Acknowledgement

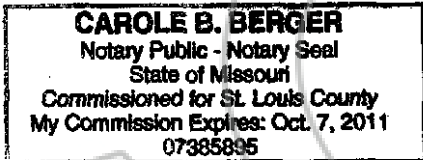
On this the 8th day of May, 2008 , before me, CAROLE B. BERGER the undersigned officer, personally appeared Chris Richardson who , being duly sworn by me, acknowledged him/herself to be the Assistant VICE PRESIDENT of Bank of America, N.A., and that (s)he, as such Assistant VICE PRESIDENT , being authorized so to do, executed the foregoing instrument for the purpose therein contained, by signing the name of the corporation by him/herself as Assistant VICE PRESIDENT.

In witness whereof, I hereunto set my hand and official seal.
(SEAL)



Signature of Person Taking Acknowledgement

Printed name: CAROLE B. BERGER
Commission Expiration Date: 10/9/2011
1831 Chestnut St., 6th Fl
St. Louis, MO 63103



The following states must have Trustee sign Subordination Agreement: DC and VA.



Exhibit A

LEGAL DESCRIPTION

The following described property:

situate In the County of Douglas, State of Nevada, described as follows:

Parcel No. 1:

Lot 27 as shown on the 2nd Amended Plat of Uppaway, filed in the Office of the County Recorder of Douglas County, Nevada, on February 6, 1981, Book 281 of Maps, Page 768, as Document No. 53353, being and amended map of the Map of Uppaway, filed in the Office of the County Recorder of Douglas County, Nevada on May 21, 1976.

Parcel No. 2:

All that certain Lot, piece or parcel of land situate in the County of Douglas, State of Nevada, described as follows:

Being an easement for Building Site No. 27 of Uppaway, as said Uppaway was filed at the request of William Cody Kelly and Kye F. Brooks in the Douglas County Records on the 21st day of May, 1976, No. 00394 Book No. 576, Page No. 917, said easement being a portion of the Southwest 1/4 of the Northwest 1/4 of Section 15, Township 15 North, Range 18 East, M.D.B.&M. more fully described by metes and bounds as follows to wit:

Beginning at a survey monument, a 2 inch iron pipe in a rock monument, at the Northwest corner of Uppaway as designated on the plat filed above; said point of beginning being further described as bearing North 88 deg 45 min 14 sec West, a distance of 796.62 feet from the 1/4 corner common to section 10 and 15, Township 14 North, Range 18 East, M.D.B. & M.; then South 27 deg 25 min 30 sec West, a distance of 520.77 feet, then South 10 deg 00 min 00 sec East a distance of 457.37 feet to the true point of beginning, then North 80 deg 05 min 57 sec East a distance of 140.48 feet, then South 6 deg 31 min 00 sec East a distance of 131.83 feet, then South 74 deg 19 min 19 sec West a distance of 133.12 feet, then North 10 deg 00 min 00 sec West a distance of 145.00 feet to the true point of beginning.

Legal description taken from: deed recorded 1/13/2006, as document number 0665707.

Purported address is: 27 Lake Front dr Glenbrook NV 89413

Assessor's Parcel No: 141815110006