

DOC # 748291  
08/04/2009 02:39PM Deputy: PK  
OFFICIAL RECORD  
Requested By:  
INTEGRATED REAL ESTATE P  
Douglas County - NV  
Karen Ellison - Recorder  
Page: 1 of 3 Fee: 16.00  
BK-809 PG-598 RPTT: 0.00



(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. 1320-29-115-016

0009-034684

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#: 68189000133199

CRESS/HFS File No. 7016709  
New Senior Loan Acct # 6815540023

This Real Estate Subordination Agreement ("Agreement") is executed as of June 10, 2009, by Bank of America, N.A., having an address of 9000 Southside Blvd, Bldg 700 Jacksonville, FL 32256 ("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 04/18/2006 executed by JACK A. LATRAGNA AND PAMELA A. LATRAGNA and which is recorded on 06/07/2006 in Book at Page, and if applicable 0676722, 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 JACK A. LATRAGNA, MARRIED PAMELA A. LATRAGNA, MARRIED (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 \$ 188,000.00 (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 : June 10, 2009

By: 

Witness #1 Signature (FL & CT Only)

Printed name: TILWANDER LOCKHART  
Title: Asst Vice President

\_\_\_\_\_  
Witness Printed Name

Witness #2 Signature (FL & CT Only)

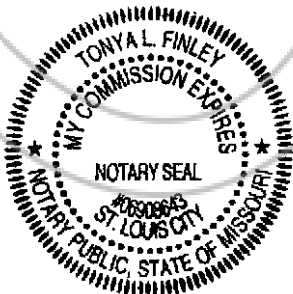
\_\_\_\_\_  
Witness Printed Name

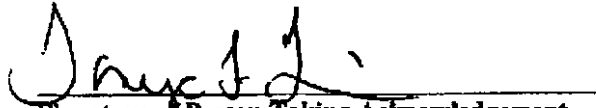
State of MISSOURI  
City of St. Louis

**Bank of America Acknowledgement**

On this day, June 10, 2009, before me, TONYA L. FINLEY the undersigned officer, personally appeared TILWANDER LOCKHART who, being duly sworn by me, acknowledged him/herself to be the ASST VICE PRESIDENT of Bank of America, N.A., and that (s)he, as such ASST 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 ASST VICE PRESIDENT.

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





Signature of Person Taking Acknowledgement  
Printed name: TONYA L. FINLEY  
Commission Expiration Date: 07/10/10  
1831 Chestnut St., 6<sup>th</sup> Fl  
St. Louis, MO 63103



Customer Name: LATRAGNA, JACK A

Exhibit A (Legal Description)

ALL THAT CERTAIN PROPERTY SITUATED IN THE TOWNSHIP OF MINDEN, IN THE COUNTY OF DOUGLAS AND STATE OF NEVADA AND BEING DESCRIBED AS FOLLOWS:

ALL THAT REAL PROPERTY SITUATED IN THE COUNTY OF DOUGLAS, STATE OF NEVADA, BOUNDED AND DESCRIBED AS FOLLOWS: LOT 256, AS SET FORTH ON THE OFFICIAL PLAT OF WINHAVEN UNIT NO. 4, PHASE A, A PLANNED UNIT DEVELOPMENT FILED FOR RECORD IN THE OFFICE OF THE COUNTY RECORDER OF DOUGLAS COUNTY, STATE OF NEVADA, ON AUGUST 19, 1993, AS DOCUMENT NO. 315526.

BEING THE SAME PROPERTY CONVEYED BY WESTERN NEVADA PROPERTIES, INC TO JACK A. LATRAGNA AND PAMELA A. LATRAGNA IN DEED DATED 08/12/1994 AND RECORDED 12/22/1994 IN BOOK 1294, PAGE 3506 OF DOUGLAS, NEVADA.

Tax ID: 1320-29-115-016

