DOC # 748804
08/12/2009 01:47PM Deputy: DW
OFFICIAL RECORD
Requested By:
LSI -AQUA
Douglas County - NV
Karen Ellison - Recorder
Page: 1 of 5 Fee: 43.00
BK-809 PG-2839 RPTT: 0.00

A.P.N.: 1219-24-002-014
Recording Requested by: LSI
When Recorded Return to:
Attn: Custom Recording Solutions
2550 North Red Hill Avenue
Santa Ana, California 92705
800-756-3524

Order Number: 6906260

## **Subordination Agreement**

(Title Of Document)

	I the undersigned hereby affirm that this document submitted for recording
	contains personal information (social security number, driver's license number or
	identification card number) of a person as required by a specific law, public
	program or grant that requires the inclusion of the personal information. The
	Nevada Revised Statue (NRS), public program or grant referenced is:
	(Insert the NRS, public program or grant referenced on the line above)
	(misere the 1476s, public program of grant referenced on the mise assets)
(.	Recording Coordinator
/	Signature Title
,	Rohilda Miranda
Mar. 1	
74	/ /

This page is added to provide additional information required by NRS 111.312 Sections 1-2. This cover page must be typed or printed. Additional recording fee applies.

BK-809 PG-2840

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This instrument was prepared by: Nakisha Sibley Bank of America 9000 Southside Blvd Jacksonville, FL 32256 After recording return to:
Bank of America Collateral Tracking
9000 Southside Boulevard, Bldg 700

Account #: 68181004542199/3311986917

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

W

This Real Estate Subordination Agreement ("Agreement") is executed as of 07/09/2009, by Bank of America, N.A., having an address of 9000 Southside Blvd, 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

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 03/28/2005, executed

by WAYNE A.CURRIE AND SHARON W. CURRIE AKA SHARON WAYNE CURRIE, TRUSTEES OF THE WAYNE A. CURRIE FAMILY TRUST DATED 05/24/1994

and which is recorded in Volume/Book 505, Page 8850, and if applicable, Document Number N/A, of the land records of DOUGLAS County, NV, as same may have been or is to be modified prior hereto or contemporaneously herewith (the "Senior Lien"), encumbering the land described 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 WAYNE A.CURRIE AND SHARON W. CURRIE AKA SHARON WAYNE CURRIE, TRUSTEES OF THE WAYNE A. CURRIE FAMILY TRUST DATED 05/24/1994 (jointly and severally, "Borrower"), to be secured by, without limitation, either a deed of 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 Bank of America in the maximum principal face amount of \$ 149,750.00 (the "Principal Amount") including provisions for (for use in AZ, NV and VA)

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 Property (including but not limited to all rights and to proceeds of insurance and condemnation) are hereby subordinated, and 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.

World Date

Date: 07/09/09

By: Tonya Townsend

s: AVP of National Post Closing

**Bank of America Acknowledgment:** 

State/Commonwealth/District of Florida

County/City of Duval

This document is filed for record by LSI as an accommodation only. It has not been examined as to its execution or as to its effect upon the title.

On this the 9TH day of July 2009, before me, Twanna V. Artis the undersigned officer, personally appeared Tonya Townsend, who acknowledged him/herself to be the AVP of National Post Closing of Bank of America, N.A., and that (s)he, as such AVP of National Post Closing, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by him/herself as AVP of National Post Closing. In witness whereof I hereunto set my hand and official seal.

Signature of Person Taking Acknowledgment

Commission Expiration Date: 07/17/2012

TWANNA V ARTIS

Notary Public - State of Florida

My Comm. Expires Jul 17, 2012

Commission # DD 807000

(for use in AZ, NV and VA)

91-12-2395NSBW 07-2006

The trustee(s), if any, named in the Senior Lien join(s) in the execution of this Agreement to evidence consent and to effecuate the provisions hereof.

Trustee Name: PRLAP. INC.

Kimberly Teague

Typed or Printed Name

Witness(es):

Witness Signature

JUANITA PARKERURBAN

Typed or Printed Name

Witness Signature

Nakisha Sibley

Typed or Printed Name

Trustee Acknowledgment:

State/Commonwealth/District of Florida

County/City of Duval

On this the 9<sup>TH</sup> day of JULY 2009, before me, Twanna V. Artis the undersigned officer, personally appeared Kimberly Teague, who acknowledged him/herself to be the VP of National Post Closing of VP of National Post Closing and that (s)he, as such VP of National Post Closing, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by him/herself as VP of National Post Closing. In witness whereof I hereunto set my hand and official seal.

Signature of Person Taking Acknowledgment

Commission Expiration Date: 07/17/2012

TWANNA V ARTIS

Notary Public - State of Florida
My Comm. Expires Jul 17, 2012

Commission # DD 807000

(for use in AZ, NV and VA)

91-12-2395NSBW 07-2006



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## EXHIBIT "A" LEGAL DESCRIPTION

SITUATE IN THE COUNTY OF DOUGLAS, STATE OF NEVADA, DESCRIBED AS FOLLOWS:

LOT 13 AS SHOWN ON THE OFFICIAL MAP OF GREEN ACRES, FILED IN THE OFFICE OF THE COUNTY RECORDER OF DOUGLAS COUNTY, STATE OF NEVADA ON SEPTEMBER 19, 1966, DOCUMENT NO. 34001

TOGETHER WITH ALL TENEMENTS, HEREDITAMENTS AND APPURTENANCES, INCLUDING EASEMENTS AND WATER RIGHTS, IF ANY, THERETO BELONGING OR APPERTAINING, AND ANY REVERSIONS, REMAINDERS, RENTS, ISSUES OR PROFITS THEREOF.

BEING THE SAME PROPERTY CONVEYED TO WAYNE A. CURRIE AND SHARON WAYNE CURRIE, TRUSTEES OF THE WAYNE A. CURRIE FAMILY TRUST, DTD MAY 24, 1994 BY DEED FROM WAYNE A. CURRIE AND SHARON WAYNE CURRIE, HUSBAND AND WIFE DATED 1/29/1996 RECORDED 02/02/1996 IN DEED BOOK 296 PAGE 437, IN THE DOUGLAS COUNTY, NEVADA, RECORDER'S OFFICE.

