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08/20/2009 03:28 PM Deputy: SG  
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APN # 142028212003

Douglas County - NV  
Karen Ellison - Recorder  
Page: 1 of 4 Fee: 17.00  
BK-0809 PG- 4791 RPTT: 0.00



Recording Requested by and Return to:  
US Recordings, Inc.  
✓ 2925 Country Drive  
St. Paul, MN 55117

**Real Estate Subordination Agreement**  

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**(Title of Document)**



This page added to provide additional information required by NRS 111.312 Sections 1-4.

(Additional recording fee applies).

This cover page must be typed or printed clearly in black ink only.

(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. 1420-28-212-003**

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#: **68189000230199**

CRESS/HFS File No. **6916436**  
New Senior Loan Acct # **6156455740**  
Recording Requested by &  
When Recorded Return To:  
✓ US Recordings, Inc.  
2925 Country Drive Ste 201  
St. Paul, MN 55117

This Real Estate Subordination Agreement ("Agreement") is executed as of July 31, 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 **05/25/2006** executed by **STEPHEN B. WEITZMAN AND SUSAN B. WEITZMAN** and which is recorded on **08/01/2006** in Book at Page, and if applicable **0680955**, 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 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 **STEPHEN B. WEITZMAN AND SUSAN B. WEITZMAN, TRUSTEES, OR THEIR SUCCESSORS IN TRUST, UNDER THE WEITZMAN LIVING TRUST, DATED APRIL 12, 2005 AND ANY AMENDMENTS THERETO** (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 \$**320280.00** (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 : July 31, 2009

By:

Printed name: TILWANDER LOCKHART  
Title: ASST. Vice President

Witness #1 Signature (FL & CT Only)

Witness Printed Name

Witness #2 Signature (FL & CT Only)

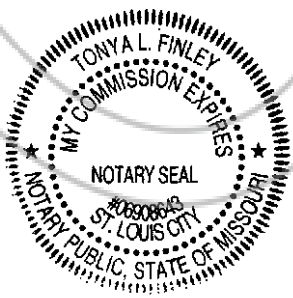
Witness Printed Name

State of MISSOURI  
City of St. Louis

Bank of America Acknowledgement

On this day, July 31, 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)



*Tonya L. Finley*

Signature of Person Taking Acknowledgement  
Printed name: TONYA L. FINLEY  
Commission Expiration Date: 07/10/2010  
1831 Chestnut St., 6<sup>th</sup> Fl  
St. Louis, MO 63103

## EXHIBIT "A"

**THE FOLLOWING REAL PROPERTY SITUATED IN DOUGLAS COUNTY,  
NEVADA:**

**LOT 167, BLOCK C, AS SHOWN ON THE FINAL MAP #PD99-02-06 FOR  
SARATOGA SPRINGS ESTATES UNIT 6, A PLANNED DEVELOPMENT,  
RECORDED IN THE OFFICE OF THE COUNTY RECORDER OF DOUGLAS  
COUNTY, NEVADA, ON JUNE 28, 2002, IN BOOK 0602, AT PAGE 10142, AS  
DOCUMENT NO. 546028.**

**BEING A PORTION OF THE SAME PROPERTY CONVEYED TO STEPHEN B.  
WEITZMAN AND SUSAN B. WEITZMAN, TRUSTEES, OR THEIR  
SUCCESSORS IN TRUST, UNDER THE WEITZMAN LIVING TRUST, DATED  
APRIL 12, 2005 AND ANY AMENDMENTS THERETO BY DEED FROM  
STEPHEN B. WEITZMAN AND SUSAN B. WEITZMAN, HUSBAND AND WIFE  
DATED 04/19/2005, RECORDED 04/26/2005 IN DEED INSTRUMENT NO.  
0642775, IN THE DOUGLAS COUNTY, NEVADA, RECORDER'S OFFICE.**

**TAX ID# 1420-28-212-003**



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