



I hereby affirm that this document submitted for recording does not contain a social security number.

Amanda Smith
Signature
Printed name & title- Amanda Smith
APN# 132002001064

Recording Requested By: ServiceLink

Name: ServiceLink

Address: 4000 INDUSTRIAL BLVD.

City/State/Zip: ALIQUIPPA PA, 15001

Document Title: SUBORDINATION AGREEMENT

If legal description is a metes & bounds description furnish the following information:

Legal Description obtained from of document), Book recorded County Recorder office.	Page (date) in the	Document #	(type
--	-----------------------	------------	-------

If Surveyor, please provide name and address.

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.



This instrument was prepared by:
Bank of America Subordination Unit
4161 Piedmont Parkway
Greensboro, NC 27410

Recording Requested By & Return To:
Chicago Title ServiceLink Division
4000 Industrial Blvd
Aliquippa, PA 15001

2007493

2009493
Bank of America



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

This Real Estate Subordination Agreement ("Agreement") is executed as of 08/05/2009, by Bank of America, N.A. ("Subordinator") having an address of:
4161 Piedmont Parkway
Greensboro, NC 27410
in favor of BANK OF AMERICA, N.A. ("Junior Lien Holder"), having an address for notice purposes of:

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 01/21/2004, executed by MARK AUGUST AND TERRI ANNE COSTA, with a property address of: 1692 TONI CT, MINDEN, NV 89423

which was recorded on 1/22/2004, in Volume/Book 0104, Page 07175, and Document Number N/A, and if applicable, modified on , in Volume/Book N/A, Page N/A, 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, Junior Lien Holder has been requested to make a loan, line of credit or other financial accommodation to MARK AUGUST AND TERRI ANNE COSTA

(for use in AR, AZ, CO, CT, FL, GA, IA, IL, KS, KY, MD, MI, MN, MO, NC, NM, NJ, NV, NY, OK, SC, TN, TX, VA and VT)



(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,N.A. in the maximum principal face amount of \$ 282,500.00 (the "Principal Amount") [For North Carolina only – bearing interest and payable as therein provided at the maximum rate of 5.5000% for a period not to exceed 300.00 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 Junior Lien Holder and Borrower shall determine; and

Now, Therefore, for valuable consideration, Subordinator hereby subordinates the Senior Lien to Junior Lien, subject to the terms of this Agreement. The Subordinator's Senior Lien is subordinated to 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 Junior Lien Holder 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 Junior Lien Holder 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.

(for use in AR, AZ, CO, CT, FL, GA, IA, IL, KS, KY, MD, MI, MN, MO, NC, NM, NJ, NV, NY, OK, SC, TN, TX, VA and VT)



Bank of America, N.A.

Two witness signatures required in CT, FL, GA, SC and TN

Kathy Clark
By: Kathy Clark
Its: Assistant Vice President

08/05/2009
Date

Damon Cager
Witness Signature

Damon Cager
Typed or Printed Name

Debro Henryhand
Witness Signature

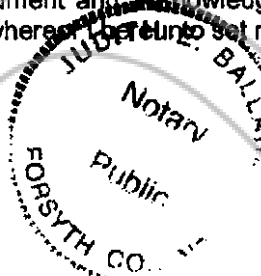
Debro Henryhand
Typed or Printed Name



Individual Acknowledgment:

State/Commonwealth/District of North Carolina
County/City of Guilford/Greensboro

On this the Fifth day of August, 2009, before me, Judith E. Ballard, the undersigned Notary Public, personally appeared Kathy Clark, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument and acknowledged that (s)he executed the same for the purposes therein contained. In witness whereof I hereunto set my hand and official seal.

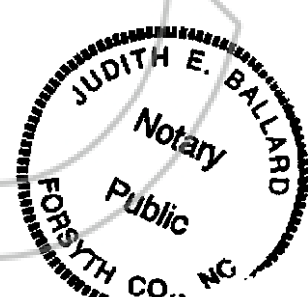


Judith E. Ballard
Signature of Person Taking Acknowledgment
Commission Expiration Date: 03/24/2013

Corporate Acknowledgment:

State/Commonwealth/District of North Carolina
County/City of Guilford/Greensboro

On this the Fifth day of August, 2009, before me, Judith E. Ballard, the undersigned Notary Public, personally appeared 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 purposes 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.



Judith E. Ballard
Signature of Person Taking Acknowledgment
Commission Expiration Date: 03/24/2013

(for use in AR, AZ, CO, CT, FL, GA, IA, IL, KS, KY, MD, MI, MN, MO, NC, NM, NJ, NV, NY, OK, SC, TN, TX, VA and VT)



Exhibit "A"
Legal Description

All that certain parcel of land situated in City of MINDEN, County of DOUGLAS, State of NEVADA, being known and designated as follows:

PARCEL A

PARCEL 1 ON THAT CERTAIN PARCEL MAP RECORDED JULY 21, 1978, AS DOCUMENT NO. 23192, DOUGLAS COUNTY, NEVADA.

PARCEL B

TOGETHER WITH A 50 FOOT EASEMENT AS SHOWN ON SAID PARCEL MAP AND PARCEL MAP RECORDED APRIL 21, 1978, AS DOCUMENT NO. 19853, DOUGLAS COUNTY, NEVADA.

Being the same property as conveyed from MARK COSTA, A MARRIED MAN to MARK AUGUST COSTA AND TERRI ANNE COSTA, HUSBAND AND WIFE, AS JOINT TENANTS as described in Grant, BARGAIN, SALE Deed, Dated 04/10/2002, Recorded 04/15/2002, in Official Records BOOK 0402 PAGE 04390.

Tax/Parcel ID: 1320-02-001-064