

DOC # 750542
09/11/2009 01:15PM Deputy: SD
OFFICIAL RECORD
Requested By:
SERVICELINK ALIQUIPPA
Douglas County - NV
Karen Ellison - Recorder
Page: 1 of 6 Fee: 19.00
BK-909 PG-2585 RPTT: 0.00



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

Sandra Bowan

Signature- Sandra Bowan, Auditor
Printed name & title

TAX ID #: 1418-34-402-006

Recording Requested By: ServiceLink Division

Name: Sandra Bowan

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
DEED, Book Page Document #: recorded
in the Clark
County Recorder office

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.

NV Affirmation cover Sheet - 2/06

VMP © -368C(NV) (0602)



SUBORDINATION AGREEMENT

WHEN RECORDED MAIL TO:

SPACE ABOVE FOR RECORDERS USE

MSN SV 757 DOCUMENT CONTROL DEPT
P O BOX 20265
VAN NUYS CALIF ORNIA 91410 0265

LOAN # 16390278
MSCROW/CLOSING# 209644642

NOTICE: THIS SUBORDINATION AGREEMENT RESULTS IN YOUR SECURITY INTEREST IN THE PROPERTY BECOMING SUBJECT TO AND OF LOWER PRIORITY THAN THE LIEN OF SOME OTHER OR LATER SECURITY INSTRUMENT.

SUBORDINATION AGREEMENT

THIS SUBORDINATION AGREEMENT is made this Twenty-second day of June, 2009, by MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, Inc. ("MERS") as nominee for COUNTRYWIDE BANK, F.S.B. ("Subordinated Lienholder"), with a place of business at P.O. BOX 2026, FLINT, MI 48501-2026.

WHEREAS, JAMES S. BRADLEY executed and delivered to Subordinated Lienholder, a Deed of Trust/Mortgage (the "Existing and Continuing Security Instrument") in the sum of \$92000.00 dated 03/27/2007 and recorded in Book Volume N/A, Page 2307, as Instrument No 0698766, in the records of DOUGLAS County, State of Nevada, as security for a loan (the "Existing and Continuing Loan"), which Existing and Continuing Security Instrument is a valid and existing lien on the real property located at 1109 HIGHWAY 50 ZEPHYR COVE NV 89448 and further described on Exhibit "A," attached



WHEREAS, JAMES S. BRADLEY ("Borrower") executed and delivered to Bank of America, N.A. ("Lender"), a deed of trust/mortgage in the principal amount not to exceed \$372300.00 which deed of trust/mortgage (the "New Security Instrument") is intended to be recorded herewith in the records of DOUGLAS County, State of Nevada as security for a loan (the "New Loan");

*DOC# 747130 recorded on 7/14/09

WHEREAS, it is a condition precedent to obtaining the New Loan that the lien of the New Loan shall unconditionally be and remain at all times a lien or charge upon the land hereinbefore described, prior and superior to the lien of the Existing and Continuing Loan; and

WHEREAS, Lender is willing to make said loan provided the lien securing the New Loan is a lien or charge upon the described property prior and superior to the lien of the Existing and Continuing Loan and provided that Subordinating Lender will specifically and unconditionally subordinate the lien of the Existing and Continuing Loan to the lien of the New Loan, and

WHEREAS, it is to the mutual benefit of the parties hereto that Lender make such a loan to Borrower; and Subordinating Lender is willing that the lien securing the New Loan shall, when recorded, constitute a lien or charge upon said land which is unconditionally prior and superior to the lien securing the Existing and Continuing Loan.

NOW, THEREFORE, in consideration of the mutual benefits accruing to the parties hereto and other valuable consideration, the receipt and sufficiency of which consideration is hereby acknowledged, and in order to induce Lender to make the loan above referred to, it is hereby declared, understood and agreed as follows:

- (1) That the New Security Instrument, and any renewals or extensions thereof, shall unconditionally be and remain at all times a lien or charge on the property therein described, prior and superior to the Existing and Continuing Security Instrument.
- (2) That Lender would not make the New Loan without this subordination agreement.
- (3) That this agreement shall be the whole and only agreement with regard to the subordination of the Existing and Continuing Security Instrument to the New Security Instrument and shall supersede and cancel, but only insofar as would affect the priority between the security instruments hereinbefore specifically described, any prior agreements as to such subordination including, but not limited to, those provisions, if any, contained in the Existing and Continuing Security Instrument above mentioned, which provide for the subordination of the lien to another security instrument, deed of trust or mortgage

Subordinating Lender declares, agrees and acknowledges that

- (a) It consents to and approves (i) all provision of the note and New Security Instrument in favor of Lender above referred to, and (ii) all agreements including but not limited to any loan or escrow agreements, between Borrower and Lender for the disbursement of the proceeds of the New Loan.
- (b) Lender making disbursements pursuant to any such agreement is under no obligation or duty to, nor has Lender represented that it will, see to the application of such proceeds by the person or persons to whom Lender disburses such proceeds and any application or use of such proceeds for purposes other than those provided for in such agreement or agreements shall not defeat the subordination herein made in whole or in part; and

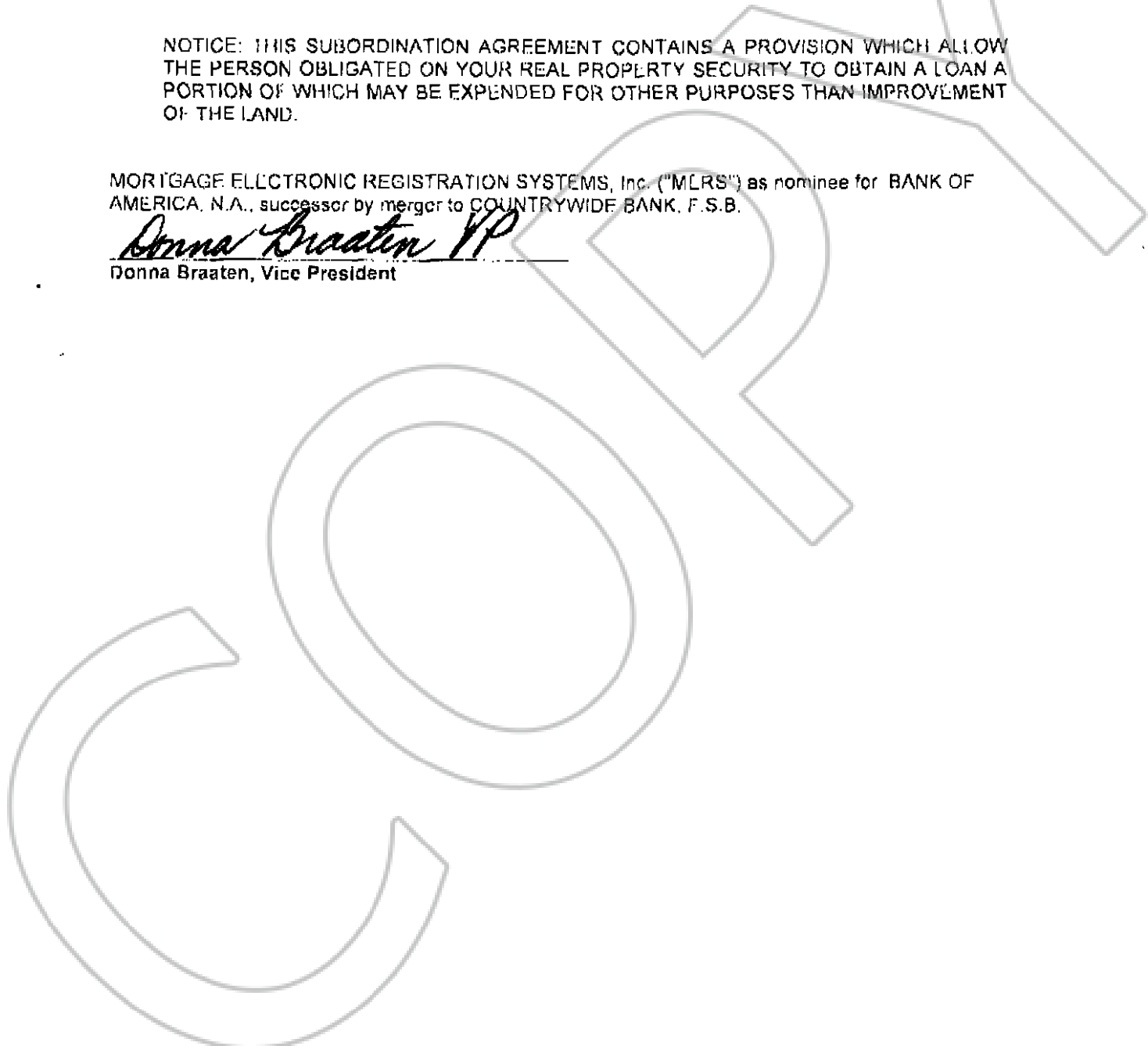


(c) It intentionally and unconditionally waives, relinquishes and subordinates the lien of the Existing and Continuing Security Instrument in favor of the lien or charge upon said land of the New Security Instrument and understands that in reliance upon, and in consideration of, this waiver, relinquish and subordinate specific loans and advances are being and will be made and, as part and parcel thereof, specific monetary and other obligations are being and will be entered into which would not be made or entered into but for said reliance upon this waiver, relinquishment and subordination.

NOTICE: THIS SUBORDINATION AGREEMENT CONTAINS A PROVISION WHICH ALLOW THE PERSON OBLIGATED ON YOUR REAL PROPERTY SECURITY TO OBTAIN A LOAN A PORTION OF WHICH MAY BE EXPENDED FOR OTHER PURPOSES THAN IMPROVEMENT OF THE LAND.

MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, Inc. ("MLRS") as nominee for BANK OF AMERICA, N.A., successor by merger to COUNTRYWIDE BANK, F.S.B.

Donna Braaten VP
Donna Braaten, Vice President





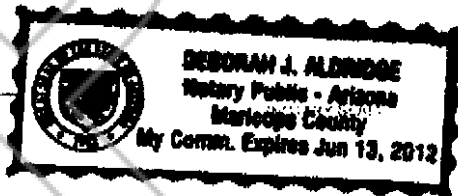
ALL PURPOSE ACKNOWLEDGMENT

STATE OF ARIZONA)
COUNTY OF MARICOPA)

On 06/22/2009 before me, DEBORAH J. ALDRIDGE (notary) personally appeared Donna Braaten, Vice President, of BANK OF AMERICA, N.A., successor by merger to COUNTRYWIDE BANK, F.S.B. personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal

Signature Deborah J. Aldridge



ATTENTION NOTARY:

Although the information requested below is OPTIONAL, it could prevent fraudulent attachment of this certificate to another document.

THIS CERTIFICATE MUST BE ATTACHED TO THE DOCUMENT DESCRIBED AT RIGHT

Title of Document Type subordin Acknow
Number of Pages 5 Date of Document 6/22/2009
Signor(s) Other Than Named Above na



Exhibit "A" Legal Description

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

ALL THAT PORTION OF THE SOUTH 1/2 OF THE SOUTH 1/2 OF LOT 4, SECTION 34, TOWNSHIP 14 NORTH, RANGE 18 EAST, M.D.B & M., LYING EAST OF THE EASTERLY RIGHT OF WAY U.S. HIGHWAY 50.

Being the same property as conveyed from CRAIG E. BISHOP AND LINDA LILLIBRIDGE, HUSBAND AND WIFE to JAMES S. BRADLEY, AN UNMARRIED MAN as described in Grant Deed, Dated 03/23/2007, Recorded 04/09/2007, in Official Records Document No. 0698764.

Tax ID: 1418-34-402-006