

DOC # 756430
12/31/2009 08:34AM Deputy: GB
OFFICIAL RECORD
Requested By:
FIRST AMERICAN EQUITY LO
Douglas County - NV
Karen Ellison - Recorder
Page: 1 of 5 Fee: 18.00
BK-1209 PG-7160 RPTT: 0.00



ABN# 132-032611006

WHEN RECORDED, RETURN TO:
EQUITY LOAN SERVICES
1100 SUPERIOR AVENUE, SUITE 200
CLEVELAND, OHIO 44114
NATIONAL RECORDING - TEAM 2
Accommodation Recording Per Client Request

SUBORDINATION AGREEMENT

<p>WHEN RECORDED MAIL TO: 6228981 MSN SV-79/ DOCUMENT CONTROL DEPT. P.O. BOX 10266 VAN NUYS CALIFORNIA 91410-0266 LOAN #: 167534922 ESCROW/CLOSING#: 213047645</p>	<p>SPACE ABOVE FOR RECORDERS USE PHILLIPS 41525314 NV FIRST AMERICAN ELS SUBORDINATION AGREEMENT</p>
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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 Thirteenth day of November, 2009, by **MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, Inc. ("MERS")** as nominee for **Bank of America, N.A., successor by merger to Countrywide Bank, FSB ("Subordinated Lienholder")**, with a place of business at **P.O. BOX 2026, FLINT, MI 48501-2026**.

WHEREAS, **JAMES W PHILLIPS** and **RITA M PHILLIPS** executed and delivered to Subordinated Lienholder, a Deed of Trust/Mortgage (the "**Existing and Continuing Security Instrument**") in the sum of \$41000.00 dated 04/21/2007, and recorded in Book Volume 0507, Page 1053, as Instrument No. 0700353, in the records of **DOUGLAS County, State of NV**, 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 **1102 SPRUCE ST, GARDNERVILLE, NV 89410**



and further described on Exhibit "A," attached.

WHEREAS, JAMES W PHILLIPS and RITA M PHILLIPS ("**Borrower**") executed and delivered to **Bank of America, N.A.** ("**Lender**"), a deed of trust/mortgage in the principal amount not to exceed \$245400.00, which deed of trust/mortgage (the "**New Security Instrument**") is intended to be recorded herewith in the records of DOUGLAS County, State of NV as security for a loan (the "**New Loan**");

* Recorded 12/30/09 @ 12:41 pm Instr#: 756396 BK#: 1209 Pg#: 6956

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

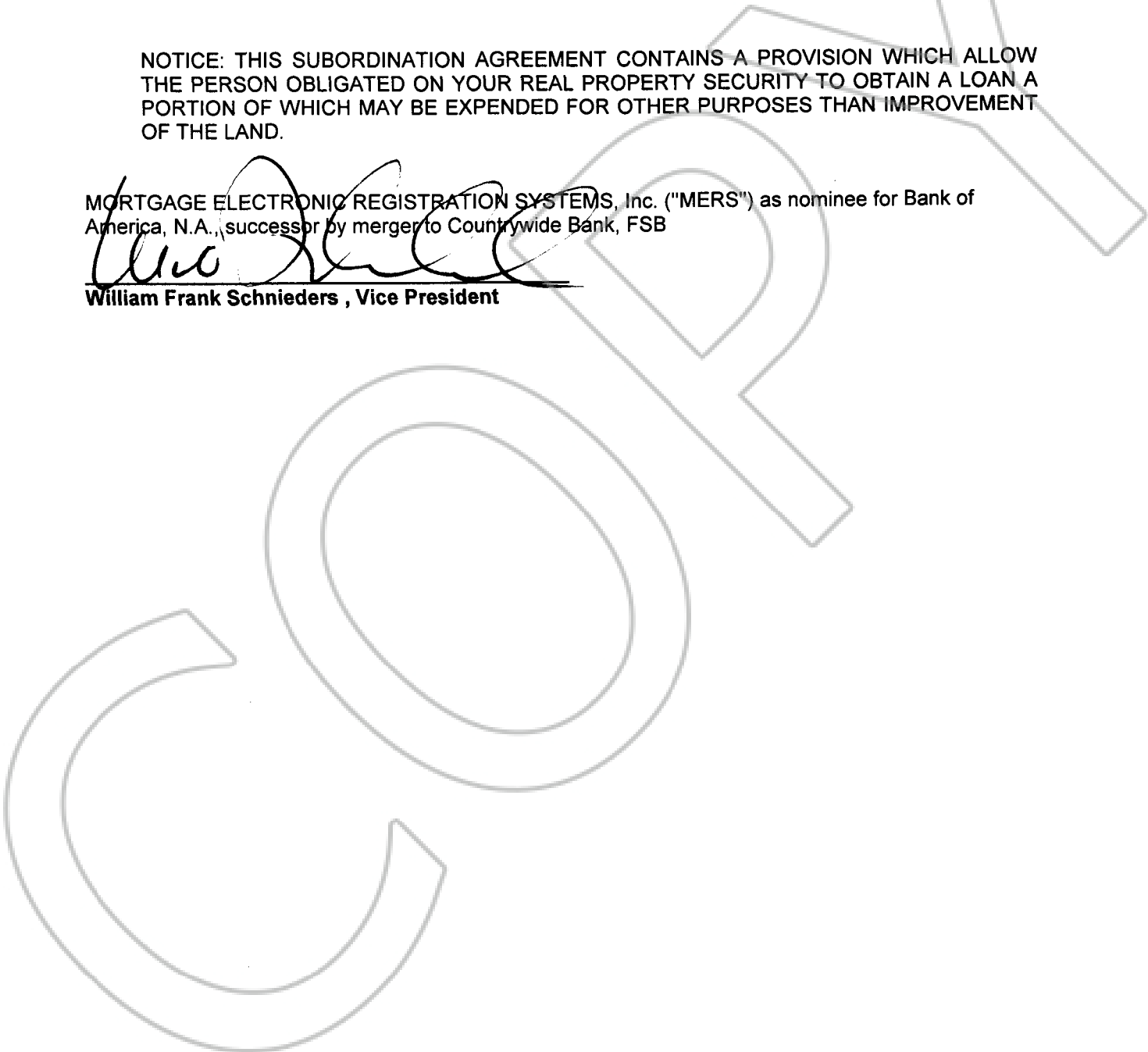


(c) It intentionally and unconditionally waives, relinquishes and subordinates the lien of the Existing and Continuing Security Instrument in favor of the lien or charge upon said land of the New Security Instrument and understands that in reliance upon, and in consideration of, this waiver, relinquish 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. ("MERS") as nominee for Bank of America, N.A., successor by merger to Countrywide Bank, FSB

William Frank Schnieders , Vice President





Acknowledgement

STATE OF CALIFORNIA)

COUNTY OF Los Angeles)

On 11/13/2009

Before Me, Anne Scafidi, Notary Public

Personally Appeared WILLIAM FRANK SCHNIEDERS,
VICE PRESIDENT OF BANK OF AMERICA, N.A.

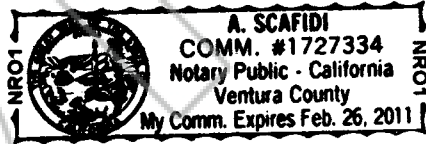
Who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

A. Scafidi
Signature of Notary Public

A. Scafidi



(This area for notarial seal)



BK-1209
PG-7164

756430 Page: 5 of 5 12/31/2009

Form No. 3301 (6/00)
Short Form Commitment, EAGLE
SUPER EAGLE

ORDER NO: 6228981
FILE NO: 6228981N
LENDER REF: 213047645

Exhibit "A"

The land referred to in this policy is situated in the **STATE OF NEVADA, COUNTY OF DOUGLAS, CITY OF GARDNERVILLE**, and described as follows:

LOT 12, AS SHOWN ON THE MAP OF WILDROSE SUBDIVISION, PLAT NO. 1, FILED IN THE OFFICE OF THE COUNTY RECORDER OF DOUGLAS COUNTY, STATE OF NEVADA, ON OCTOBER 28, 1964, AS DOCUMENT NO. 26425.

APN # 1320-32-611-006



PHILLIPS

41525314

NV

FIRST AMERICAN ELS
SUBORDINATION AGREEMENT



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