

DOC # 761042  
03/26/2010 03:36PM Deputy: DW  
OFFICIAL RECORD  
Requested By:  
STEWART TITLE OF NEVADA  
Douglas County - NV  
Karen Ellison - Recorder  
Page: 1 of 6 Fee: 44.00  
BK-310 PG-6303 RPTT: 0.00



This instrument was prepared by:  
Bank of America  
275 S. Valencia Ave  
Brea, CA 92823

After recording return to:  
Bank of America Collateral Tracking  
9000 Southside Boulevard, Bldg 700  
Jacksonville, FL 32256  
Account #: 68181005002999

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

This Real Estate Subordination Agreement ("Agreement") is executed as of 03/08/2010, by Bank of America, N.A., having an address of 275 S. Valencia Ave., Brea, CA 92823

("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 07/11/2005, executed by BARRY RICHARD BUEHLER and which is recorded in Volume/Book 705, Page 9191, and if applicable, Document Number 650048, 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 BARRY RICHARD BUEHLER, A MARRIED PERSON (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 \$ 239,000.00 (the "Principal Amount") 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

(for use in AZ, NV and VA)



**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.**

*Mary Noriz*

Date: 03/08/2010

By: Mary Noriz

Its: AVP

**Bank of America Acknowledgment:**

State/~~Commonwealth/District~~ of CA

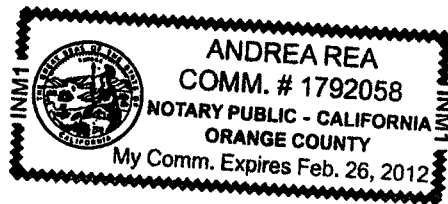
County/~~City~~ of Orange

On this the 8th day of March 2010, before me, Andrea Rea, a notary public the undersigned officer, personally appeared Mary Noriz, who acknowledged him/herself to be the Assistant Vice President of Bank of America, N.A., and that (s)he, as such Mary Noriz, 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.

*Andrea Rea*

Signature of Person Taking Acknowledgment

Commission Expiration Date: 02/26/2012



(for use in AZ, NV and VA)



**The following states must have Trustee sign Subordination Agreement: AZ, NV, and VA**

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

**Witness(es) :**


\_\_\_\_\_  
Witness Signature

\_\_\_\_\_  
Typed or Printed Name

\_\_\_\_\_  
Witness Signature

\_\_\_\_\_  
Typed or Printed Name

**Trustee Name : PRLAP, INC.**

  
\_\_\_\_\_  
Signature


Mary Noriz  
\_\_\_\_\_  
Typed or Printed Name

**Trustee Acknowledgment:**

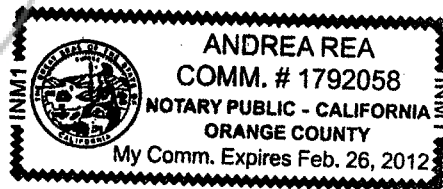
State/~~Commonwealth~~/District of CA

County/~~City~~ of Orange

On this the 8th day of March 2010, before me, Andrea Rea, a notary public, the undersigned officer, personally appeared Mary Noriz , who acknowledged him/herself to be the Assistant Vice President of Bank of America and that (s)he, as such Mary Noriz , 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.

  
\_\_\_\_\_  
Signature of Person Taking Acknowledgment

Commission Expiration Date: 02/26/2012



(for use in AZ, NV and VA)



Bank of America Home Equity CreditLine<sup>SM</sup> Account  
Modification Agreement for BAC Internal Subordinations

Upon execution, fax signed agreement immediately to:  
Bank of America: FAX # (336.805.8670)

Borrower Name(s) (jointly and severally, "Borrower")

Barry Richard Buehler

Date: 03/08/2010

Effective Date: 03/08/2010

179 Mason Ct

Zephyr Cove NV 89448

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CreditLine Account information (The "Information"):

Account # 68181005002999

(All Capitalized terms used below have the same meaning as set forth above or in the CreditLine Agreement)

**THE CHANGES SET FORTH BELOW MAY TAKE UP TO FIVE (5) BUSINESS DAYS FROM THE EFFECTIVE DATE TO BE PROCESSED**

- Background.** Bank of America, N.A. (the "Bank") is the current creditor under the Bank of America Home Equity Line of Credit Agreement or other line of credit agreement executed by Borrower (the "CreditLine Agreement" or "Agreement"), as same may have been previously modified from time to time. As of the Date specified above, Borrower acknowledges and agrees that the Information is correct, and the Agreement and any other document executed by Borrower (or executed on Borrower's behalf) have been properly executed and delivered to the Bank and are fully enforceable against Borrower. Additionally, Borrower acknowledges and agrees that Borrower has no counterclaims, setoffs or defenses or rights to counterclaims, setoffs or defenses to payment of the Agreement, or if Borrower has any such counterclaim, setoff or defense, Borrower waives it unless prohibited by law. Any waiver of jury trial and/or consent to jurisdiction previously executed between any Borrower or guarantor who signed, endorsed or guaranteed the Agreement shall unconditionally be fully effective and shall fully extend to this CreditLine Account Modification Agreement (this "Modification") and any document executed in conjunction herewith.
- Request and Agreement.** Borrower requests, and the Bank agrees, for good and valuable consideration, which receipt is acknowledged, to modify the Agreement only as shown below. Except as specifically modified below, all terms and conditions of the Agreement remain the same. Borrower and the Bank enter into this Modification as of the Date specified above, with all modifications to be effective as of the Effective Date unless otherwise shown below. This Modification is not a novation, release or waiver of any right by the Bank. The Bank is authorized to modify any automatic payment schedule or amount, if applicable, to conform to this Modification.

(Only the item or items checked below by the Bank is/are modified hereby. If an item is not checked by the Bank, that item is not modified.)

- A.  **Block or Close the Account.** Borrower requests that the Bank:
- Block the Account to further advances (but do not close the account)
  - Block the Account to further Advances and close the account when the outstanding balance is paid down to zero.
- B.  **Increase or Decrease the amount of the Line. The amount of the Line is:**
- Increased from \$ \_\_\_\_\_ to \$ \_\_\_\_\_. Accordingly, the draw period is extended to \_\_\_\_\_ (Complete only if applicable; If Not Completed, the Draw Period is not Extended). (If the account is secured by a dwelling, this increase will not be effective until (1): the Notice of Right to Cancel three business day rescission period has expired (if applicable) and/or (2) all security documents have been satisfactorily executed and delivered to the Bank and properly recorded).
  - Decreased from \$ 131,652.00 to \$ 50,000.00. (Once the amount of the line is decreased, it may not be increased without additional requirements being met.)
- C.  **Margin Change.**
- The Margin is changed to \_\_\_\_\_ %, to be effective the first day of the next billing cycle.
- Current Margin (if applicable): \_\_\_\_\_ New Margin \_\_\_\_\_ %

THE UNDERSIGNED BORROWER(S) AGREE TO THE TERMS OF THIS MODIFICATION AGREEMENT UNDER SEAL AND ACKNOWLEDGE THAT I/WE HAVE RECEIVED A FULL AND COMPLETED COPY OF THIS MODIFICATION AGREEMENT (REGARDLESS IF MY/OUR SIGNATURE(S) APPEAR(S) ON THE COPY.

[Signature] (Seal)  
Borrower's Signature

Barry Richard Buehler  
Borrower's Name

\_\_\_\_\_  
(Seal)  
Borrower's Signature

\_\_\_\_\_  
Borrower's Name

\_\_\_\_\_  
(Seal)  
Borrower's Signature

\_\_\_\_\_  
Borrower's Name

\_\_\_\_\_  
(Seal)  
Borrower's Signature

\_\_\_\_\_  
Borrower's Name

**ACKNOWLEDGEMENT AND AGREEMENT OF GUARANTOR (S)**

The undersigned Guarantor(s) (jointly and severally if more than one) of the Agreement acknowledge and agree under seal to all of the modifications and to all of the terms and conditions of this Modification Agreement as of the above Date and that I/We continue to be bound by the terms and conditions of the Guaranty I/We signed.

Notice to co-signor (for the purpose of this notice, the words you and your refer to any additional borrower) You are being asked to guarantee this debt. Think carefully before you do. If the borrower doesn't pay the debt, you will have to. Be sure you can afford to pay if you have to, and that you want to accept this responsibility. You may have to pay up to the full amount of the debt if the borrower does not pay. You may also have to pay late fees or collection costs, which increase this amount. The Bank can collect this debt from you without first trying to first collect from the Borrower. The Bank can use the same collection methods against you that can be used against the Borrower, such as suing you, garnishing your wages, etc. If this debt is ever in default, that fact may become a part of your credit record. This notice is not the contract that makes you liable for the debt.

[Signature] (Seal)  
Guarantor's Signature

Barry Richard Buehler (Seal)  
Guarantor's Name (Print or Type)

\_\_\_\_\_  
(Seal)  
Guarantor's Signature

\_\_\_\_\_  
(Seal)  
Guarantor's Name (Print or Type)

**Bank Information (For Bank Use Only)**

Date  / / Associate's Name \_\_\_\_\_

Banking Center Name  Subordination Unit Associate's Phone #  - -

Subordination Unit Signature \_\_\_\_\_ Date  / /

**Please fax signed agreement immediately to:  
Bank of America: FAX # (336.805.8670)**

If you are unable to fax, send to Account Maintenance. NC4-105-01-34, 4161 Piedmont Parkway, Greensboro NC 27410



BK-310  
PG-6307



**EXHIBIT "A"**

A portion of Lot 3 of the Southwest quarter (SW 1/4) of Section 34, Township 14 North, Range 18 East, M.D.B. & M., described as follows:

**PARCEL 1:**

Commencing at the Southeast corner of the parcel of land described in the Deed to Alan Bible and Lucille Bible, recorded in Book Z of Deeds, Page 424, Douglas County, Nevada, records; which point bears North 12°44' West, a distance of 1758.88 feet from the South quarter corner of said Section 34, Township 14 North, Range 18 East, thence from said point of commencement North 89°07' West, a distance of 150.00 feet to the True Point of Beginning; thence continuing North 89°07' West, a distance of 150.00 feet; thence North 0°53' East, a distance of 80.00 feet; thence South 89°07' East, a distance of 150.00 feet; thence South 1°17' West, a distance of 80.00 feet to the Point of Beginning.

ASSESSOR'S PARCEL NO. 1418-34-304-011

**PARCEL 2:**

An easement for ingress and egress, and right of way, contained in Deed to Alan Bible and Lucille Bible, recorded in Book Z of Deeds, Page 424, Douglas County, Nevada, records.

**PARCEL 3:**

An easement over the Easterly ten (10) feet and the Southerly ten (10) feet of the property Westerly of and adjacent to the above described parcel, to permit right of access to the beach.

**PARCEL 4:**

An easement of access to the beach, upon the terms and conditions therein, as shown in Judgment and order recorded August 31, 1998 in Book 898, at Page 6758, as Document No. 448392 and recorded October 20, 1998 in Book 1098, at Page 3755, as Document No. 452077.

"IN COMPLIANCE WITH NEVADA REVISED STATUE 111.312, THE  
HEREIN ABOVE LEGAL DESCRIPTION WAS TAKEN FROM INSTRUMENT  
RECORDED FEBRUARY 17, 2005, BOOK 0205, PAGE 6627, AS FILE  
NO. 0636973, RECORDED IN THE OFFICIAL RECORDS OF DOUGLAS  
COUNTY, STATE OF NEVADA."