

DOC # 767850
07/30/2010 02:29PM Deputy: SG
OFFICIAL RECORD
Requested By:
LSI - NORTH
Douglas County - NV
Karen Ellison - Recorder
Page: 1 of 4 Fee: 42.00
BK-710 PG-5927 RPTT: 0.00



Apn# 1220-15-410-102
This instrument was prepared by:
Bank of America Subordination Unit
4161 Piedmont Parkway
Greensboro, NC 27410

After recording return to:
Bank of America Collateral Tracking
4161 Piedmont Parkway
Greensboro, NC 27410
Account #: 6818900160XXXX

7657752



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

This Real Estate Subordination Agreement ("Agreement") is executed as of 12/10/2009, by Bank of America, N.A. ("Subordinator") having an address of:
4161 Piedmont Parkway
Greensboro, NC 27410
in favor of CITIMORTGAGE ("Junior Lien Holder"), having an address for notice purposes of:
1000 TECHNOLOGY DRIVE
O'FALLON, MO 63368

**Recording Requested By:
LSI**

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 08/09/2007, executed by THOMAS E. MORGAN JR. AND LEANORA M. MORGAN, with a property address of: 1425 PALISADE CIR, GARDNERVILLE, NV 89460

which was recorded on 8/28/2007, in Volume/Book 0807, Page 7930, and Document Number 0708279, 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 THOMAS MORGAN JR. AND LEANORA MORGAN, JOINT TENANTS WITH RIGHTS OF SURVIVORSHIP

(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 CITIMORTGAGE in the maximum principal face amount of \$ 233,976.00 (the "Principal Amount") **[For North Carolina only – bearing interest and payable as therein provided at the maximum rate of 4.5000% for a period not to exceed 180.00 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

By: Kathy Clark
Its: Assistant Vice President



12/10/2009

Date
Phoebe Howard
Witness Signature

Phoebe Howard
Typed or Printed Name

Damon Cager
Witness Signature

Damon Cager
Typed or Printed Name

Individual Acknowledgment:

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

On this the Tenth day of December, 2009, before me, Kathleen Torain, 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.

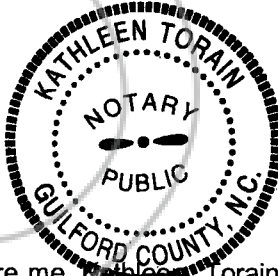
Kathleen Torain

Signature of Person Taking Acknowledgment
Commission Expiration Date: 10/12/2013

Corporate Acknowledgment:

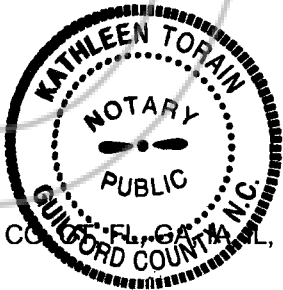
State/Commonwealth/District of North Carolina
County/City of Guilford/Greensboro

On this the Tenth day of December, 2009, before me, Kathleen Torain, 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.

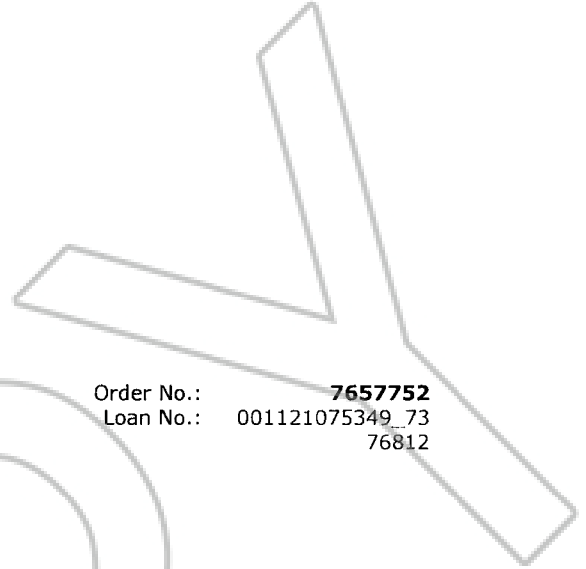


Kathleen Torain

Signature of Person Taking Acknowledgment
Commission Expiration Date: 10/12/2013



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Order No.: **7657752**
Loan No.: 001121075349_73
76812

Exhibit A

The following described property:

Lot 3, in Block L, as said lot and block are shown on the map of Gardnerville Ranchos Unit No. 4, filed in the office of the County Recorder of Douglas County, State of Nevada, on April 10, 1967, in Map Book 1, Page 055, filing No. 35914.

Assessor's Parcel No: 1220-15-410-102