



A.P.N.: 1219-14-002-010  
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CRS No.: 12302397

**Subordination Agreement**

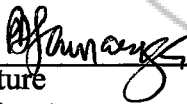
(Title of Document)

I, the undersigned, hereby affirm that this document submitted for recording does not contain the social security number of any person or persons (per NRS 239B.030)

**-OR-**

I, the undersigned, hereby affirm that this document submitted for recording does contain the social security number of a person or persons as required by law:

\_\_\_\_\_  
(state specific law)

  
\_\_\_\_\_  
Signature  
Perenise A

Recording Coordinator  
\_\_\_\_\_  
Title

This page is added to provide additional information required by NRS 111.312 Sections 1-2. This cover page must be typed or printed. Additional recording fee applies.



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 #: 6818900161XXXX

**Bank of America**



**Real Estate Subordination Agreement**

NV-12302397

0175969963

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This Real Estate Subordination Agreement ("Agreement") is executed as of 09/02/2011, by Bank of America, N.A. ("Subordinator") having an address of:

4161 Piedmont Parkway  
Greensboro, NC 27410

in favor of WELLS FARGO BANK, N.A. ("Junior Lien Holder"), having an address for notice purposes of:

1525 West WT Harris Blvd  
Charlotte NC 28262

**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 08/16/2007, executed by JON C. MUSTACCHIO AND LISA J. MUSTACCHIO, with a property address of: 411 CORIE CT, GARDNERVILLE, NV 89460

which was recorded on 8/31/2007, in Volume/Book 807, Page 9091, and Document Number 0708530, 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 JON C. MUSTACCHIO AND LISA J. MUSTACCHIO

(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 WELLS FARGO BANK, N.A. in the maximum principal face amount of \$ 397,625.00 (the "Principal Amount") [For North Carolina only – bearing interest and payable as therein provided at the maximum rate of % for a period not to exceed 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: Andrew Holland  
Its: Vice President

09/02/2011  
Date

Witness Signature

Tara Grant  
Typed or Printed Name

Witness Signature

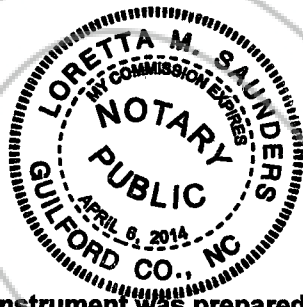
Cristie Wiley  
Typed or Printed Name



**Individual Acknowledgment:**

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

On this the Second day of September, 2011, before me, Loretta M. Saunders, the undersigned Notary Public, personally appeared Andrew Holland, 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.



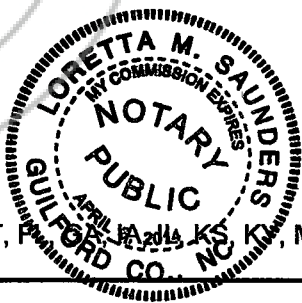
Signature of Person Taking Acknowledgment  
Commission Expiration Date: 04/06/2014

This is to certify that this instrument was prepared by a Bank of America associate.

**Corporate Acknowledgment:**

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

On this the Second day of September, 2011, before me, Loretta M. Saunders, the undersigned Notary Public, personally appeared Andrew Holland, the Vice President of Bank of America, N.A and that (s)he, as such 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 Vice President. In witness whereof I hereunto set my hand and official seal.



Signature of Person Taking Acknowledgment  
Commission Expiration Date: 04/06/2014

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



Order ID: 12302397  
Loan No.: 0329721955

**EXHIBIT A  
LEGAL DESCRIPTION**

The following described property:

Parcel 2 of Parcel Map for Jack S. and Cheryl Hall, according to the map thereof filed in the Douglas County Recorders office, State of Nevada on March 11, 1988 in Book 388 at Page 1484 as Document No 174178.

Assessor's Parcel Number: 1219-14-002-010

