



A.P.N.: 1220-22-110-145
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CRS No.: 12720115

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 Afamasaga

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 #: 6818900106XXXX

Bank of America



Real Estate Subordination Agreement

APN 1270-22-110-145

0027446574-213

This Real Estate Subordination Agreement ("Agreement") is executed as of 10/13/2011, by Bank of America, N.A. ("Subordinator") having an address of:
4161 Piedmont Parkway
Greensboro, NC 27410

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

1525 West WT Harris Blvd
MC D1108-02F 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 02/05/2007, executed by ROBERT S SPELLBERG AND RHONDA D SPELLBERG, with a property address of: 758 HARLEY CT, GARDNERVILLE, NV 89460

which was recorded on 2/26/2007, in Volume/Book 0207, Page 9133, and Document Number 0695890, 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 ROBERT S SPELLBERG AND RHONDA D SPELLBERG

(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, NA in the maximum principal face amount of \$ 122,290.00 (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

Deborah Brown
By: **Deborah Brown**
Its: **Assistant Vice President**

10/13/2011
Date

Anna Wilkinson
Witness Signature

Anna Wilkinson
Typed or Printed Name

Cristie Wiley
Witness Signature

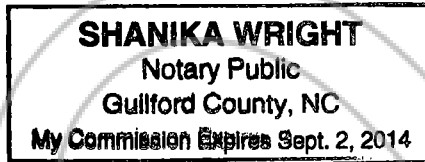
Cristie Wiley
Typed or Printed Name



Individual Acknowledgment:

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

On this the Thirteenth day of October, 2011, before me, Shanika Wright, the undersigned Notary Public, personally appeared Deborah Brown, 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.



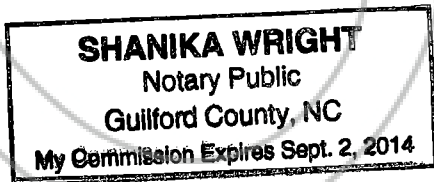
Shanika Wright
Signature of Person Taking Acknowledgment
Commission Expiration Date: 09/02/2014

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 Thirteenth day of October, 2011, before me, Shanika Wright, the undersigned Notary Public, personally appeared Deborah Brown, 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.



Shanika Wright
Signature of Person Taking Acknowledgment
Commission Expiration Date: 09/02/2014

(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)



Order ID: 12720115
Loan No.: 0332869445

EXHIBIT A LEGAL DESCRIPTION

The following described property:

A parcel of land located within a portion of the Northwest one-quarter (NW1/4) of Section 22, Township 12 North, Range 20 East, Mount Diablo Meridian, Douglas County, Nevada, described as follows:

Commencing at the northwest corner of Lot 3 of that certain subdivision plat known as Gardnerville Ranchos Unit No. 5 recorded as Document No. 50056, Book Page 675 of the Official Records of Douglas County, Nevada; thence along the North boundary of said subdivision North 89 degrees 52' 50" East, 373.40 feet to a point which is common to the North boundary of said subdivision and the Easterly right-of-way of Lyell Way; thence South 00 degrees 16'11" East along the Easterly right-of-way of Lyell Way, 740.00 f ; thence North 89 degrees 52'50" East, 150.00 feet to the Point of Beginning; thence continuing North 89 degrees 52' 50" East, 176.17 feet; thence South 00 degrees 05'51" East, 160.41 feet; thence along the arc of a curve to the left, non-tangent to the preceding course having a delta angle of 65 degrees 25'28", radius of 45.00 feet and chord bearing of South 57 degrees 10'51" West 48.64 feet; thence North 65 degrees 31' 48" West, 147.42 feet; thence North 00 degrees 05'51" West, 70.00 feet; thence North 01 degrees 18'42" West, 55.36 feet to the Point of Beginning.

Said parcel also shown as Adjusted Lot 88 on that certain Record of Survey filed for record in the office of the Douglas County Recorder on February 1, 1995 in Book 295, Page 109 as Document No. 355402, Official Records.

Assessor's Parcel Number: 1220-22-110-145