**APN#:** 1420-28-110-036

Recording Requested By:
Western Title Company, Inc.
Escrow No.: 045161-TEA

When Recorded Mail To:
Bank of America Collateral

Tracking

4161 Piedmont Parkway

Greensboro, NC 27410

DOC # 795983

01/18/2012 11:53AM Deputy: KE
 OFFICIAL RECORD
 Requested By:
Western Title Company
 Douglas County - NV
 Karen Ellison - Recorder
Page: 1 of 5 Fee: \$43.00
BK-112 PG-3035 RPTT: 0.00



(space above for Recorder's use only)

I the undersigned hereby affirm that the attached document, including any exhibits, hereby submitted for recording does not contain the social security number of any person or persons.

(Per NRS 239B.030)

Signature

Traci Adams

**Escrow Officer** 

**Subordination Agreement** 

This page added to provide additional information required by NRS 111.312 (additional recording fee applies)

BK 112 PG-3036

795983 Page: 2 of 5 01/18/2012

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 #: 6818900213XXXX



## **Real Estate Subordination Agreement**

This Real Estate Subordination Agreement ("Agreement") is executed as of 01/05/2012, by Bank of America, N.A. ("Subordinator") having an address of: 4161 Piedmont Parkway Greensboro, NC 27410 in favor of HERITAGE BANK ("Junior Lien Holder"), having an address for notice purposes of: 1401 S VIRGINIA STREET RENO, NV 89502

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 05/20/2008, executed by JULIA A STOCKTON AND BILL V STOCKTON, with a property address of: 2979 SAN MATEO DR, MINDEN, NV 89423

which was recorded on 6/9/2008, in Volume/Book 608, Page 2177, and Document Number 724752, 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 JULIA A STOCKTON AND BILL V STOCKTON

(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)

795983 Page: 3 of 5 01/18/2012

PG-3037

(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 HERITAGE BANK in the maximum principal face amount of \$201,000.00 (the "Principal Amount") [For North Carolina only – bearing interest and payable as therein provided at the maximum rate of 3.9900% for a period not to exceed 360.00 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)

BK 112 PG-3038

795983 Page: 4 of 5 01/18/2012

Bank ofrAmerica, N.A.

By:

Its:

Andrea Moore

Vice President

Two witness signatures required in CT, FL, GA, SC and TN

01/05/2012

Date

Witness Signature

Sherry McCain

Typed or Printed Name

Witness Signature

Cristie Wiley

Typed or Printed Name

SEAL SEAL ASSOCIATION AND ASSOCIATION OF THE PROPERTY OF THE P

Individual Acknowledgment:

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

On this the Fifth day of January, 2012, before me, Rosa B. Simpson, the undersigned Notary Public, personally appeared Andrea Moore, 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.

ROSA B SIMPSON

Notary Public
Guilford Co., North Carolina
My Commission Expires April 10, 2013

Signature of Person Taking Acknowledgment

Commission Expiration Date: 04/10/2013

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 Fifth day of January, 2012, before me, Rosa B. Simpson, the undersigned Notary Public, personally appeared Andrea Moore, 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.

ROSA B SIMPSON

Notary Public Guilford Co., North Carolina My Commission Expires April 10, 2013 Signature of Person Taking Acknowledgment

Commission Expiration Date: 04/10/2013

(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)

PG-3039 795983 Page: 5 of 5 01/18/2012

## **EXHIBIT "A"**

All that certain real property situate in the County of Douglas, State of Nevada, described as follows:

Lot 103 in Block C, as set forth on the Final Map of SARATOGA SPRINGS ESTATES UNIT NO. 3, A Planned Unit Development, filed for record in the office of the County Recorder of Douglas County, State of Nevada, on June 23, 1998, in Book 698, Page 5063, as Document No. 442616.

