

DOC # 798221  
03/02/2012 12:25PM Deputy: GB  
**OFFICIAL RECORD**  
Requested By:  
Northern Nevada Title CC  
Douglas County - NV  
Karen Ellison - Recorder  
Page: 1 of 3 Fee: \$16.00  
BK-312 PG-345 RPTT: 0.00



*APN 1318-25-111-018*

This instrument was prepared by:  
Bank of America Subordination Unit  
4161 Piedmont Parkway  
Greensboro, NC 27410

*1097614-LI*

After recording return to:  
Bank of America Collateral Tracking  
4161 Piedmont Parkway  
Greensboro, NC 27410  
Account #: 6818100314XXXX

**Bank of America**



### Real Estate Subordination Agreement

This Real Estate Subordination Agreement ("Agreement") is executed as of 02/16/2012, by Bank of America, N.A. ("Subordinator") having an address of:  
4161 Piedmont Parkway  
Greensboro, NC 27410  
in favor of SUMMIT FUNDING ("Junior Lien Holder"), having an address for notice purposes of:  
100 N. ARLINGTON AVE STE #210  
RENO, NV 89501

**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 03/15/2004, executed by JAMIE BAINES AND RICHARD A. BAINES, HUSBAND AND WIFE AS JOINT TENANTS, with a property address of: 433 PANORAMA DRIVE, STATELINE, NV 89449

which was recorded on 7/19/2004, in Volume/Book 0704, Page 6976, and Document Number 619079, 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 JAMIE BAINES AND RICHARD A. BAINES, HUSBAND AND WIFE AS JOINT TENANTS

(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 SUMMIT FUNDING in the maximum principal face amount of \$ 417,000.00 (the "Principal Amount") **[For North Carolina only – bearing interest and payable as therein provided at the maximum rate of 4.3750% 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

03/02/2012 312 329 798220

**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.

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Bank of America, N.A.

By: Jean English  
Its: Assistant Vice President

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

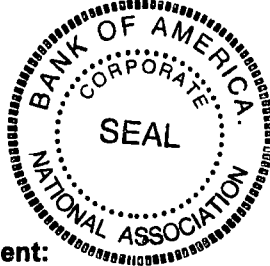
02/16/2012  
Date

Tara Grant  
Witness Signature

Tara Grant  
Typed or Printed Name

Cristie Wiley  
Witness Signature

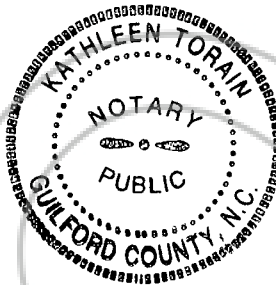
Cristie Wiley  
Typed or Printed Name



**Individual Acknowledgment:**

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

On this the Sixteenth day of February, 2012, before me, Kathleen Torain, the undersigned Notary Public, personally appeared Jean English, 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.



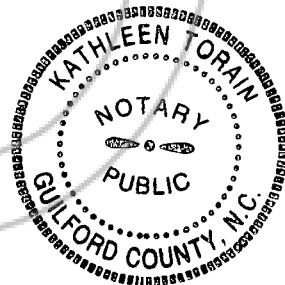
Kathleen Torain  
Signature of Person Taking Acknowledgment  
Commission Expiration Date: 10/12/2013

**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 Sixteenth day of February, 2012, before me, Kathleen Torain, the undersigned Notary Public, personally appeared Jean English, 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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