

APN# : 1319-09-702-042

Recording Requested By:
Western Title Company, Inc.
Escrow No.: 045685-TEA

When Recorded Mail To:
Heritage Bank of Nevada
1401 S. Virginia Street
Reno, NV
89502

DOC # 798683
03/12/2012 11:41AM Deputy: PK
OFFICIAL RECORD
Requested By:
Western Title Company
Douglas County - NV
Karen Ellison - Recorder
Page: 1 of 5 Fee: \$18.00
BK-312 PG-2443 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
Traci Adams **Escrow Officer**

Subordination Agreement

This page added to provide additional information required by NRS 111.312
(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 #: 6818900028XXXX

Bank of America



Real Estate Subordination Agreement

This Real Estate Subordination Agreement ("Agreement") is executed as of 02/24/2012, 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:

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 06/12/2006, executed by THE KYNETT FAMILY TRUST DTD 8-25-2000, LESLIE J. KYNETT, JOANNE KYNETT, AS TRUSTOR, with a property address of: 171 Mill ST, Genoa, NV 89411

which was recorded on 8/28/2006, in Volume/Book 0806, Page 10070, and Document Number 0683103, and if applicable, modified on 5/23/2007, in Volume/Book 0507, Page 7938, Document Number 0701688, 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 THE KYNETT FAMILY TRUST DTD 8-25-2000, LESLIE J. KYNETT, JOANNE KYNETT, AS TRUSTOR

(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 HERITAGE BANK 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 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)



Bank of America, N.A.

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

By: Jean English
Its: Assistant Vice President

02/24/2012
Date

Tara Grant
Witness Signature

Tara Grant
Typed or Printed Name

Cristie Wiley
Witness Signature

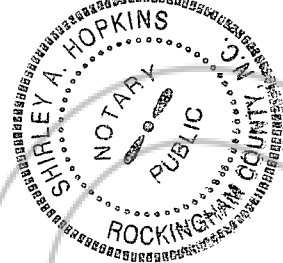
Cristie Wiley
Typed or Printed Name



Individual Acknowledgment:

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

On this the Twenty-Fourth day of February, 2012, before me, Shirley A. Hopkins, 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.



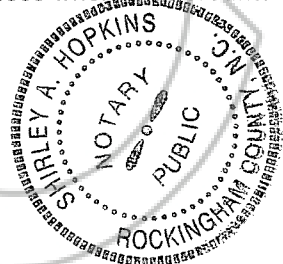
Shirley A. Hopkins
Signature of Person Taking Acknowledgment
Commission Expiration Date: 03/02/2014

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 Twenty-Fourth day of February, 2012, before me, Shirley A. Hopkins, 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.



Shirley A. Hopkins
Signature of Person Taking Acknowledgment
Commission Expiration Date: 03/02/2014

(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)



EXHIBIT "A"

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

A Parcel of land located within a portion of the North one-half of the Southeast one-quarter of Section 9, Township 13 North, Range 19 East, MDM, Douglas County, Nevada, being more particularly described as follows:

BEGINNING at a 1/2" iron pipe and cap at the Northwesterly corner of the DeHart Parcel as shown on the Record of Survey for Sonia DeHart, Document No. 46263 of the Douglas County Recorder's Office and also being the Northwesterly corner of the Leslie J. and Joanne Kynett parcels recorded in Book 997 at Page 5120, Document No. 422516 of The Douglas County Records, said point bears N. 03°42'16" W., 694.04 feet from the Southeast one-sixteenth corner of Section 9, as shown on the record of Survey for the United States Forest Office, Document No. 212937 of the Douglas County Recorder's Office, and being an aluminium cap stamped RLS 3209;

Thence N. 89°47'34" E., along the Northerly line of said DeHart Parcel, 214.18 feet to the Northeasterly corner thereof and being a 5/8" rebar and plastic cap stamped PLS 3090;

Thence S. 02°20'33" E., along the Easterly line of said DeHart Parcel, 100.08 feet to a 5/8" rebar and plastic cap stamped PLS 3090;

Thence S. 89°49'53" W., 255.14 feet to a pont on the Westerly line of said DeHart Parcel and being a 1/2" rebar;

Thence N. 20°14'51" E., along said Westerly Line, 106.56 feet to the POINT OF BEGINNING.

Reference is made to NRS 107, et seq. Deed recorded May 1, 2001 as Document No. 513309, Official Records of Douglas County, Nevada.

**Assessor's Parcel Number(s):
1319-09-702-042**