DOC # 800647

04/12/2012 10:32AM Deputy: AR
OFFICIAL RECORD
Requested By:
LSI -Aqua
Douglas County - NV
Karen Ellison - Recorder
Page: 1 of 5 Fee: \$18.00
BK-412 PG-3184 RPTT: 0.00

APN: 1318-23-510-020 Recording Requested by: LSI When Recorded Return to: Custom Recording Solutions 5 Peters Canyon Road Ste. 200 Irvine, CA 92606 (800) 756-3524, ext 5011

CRS Order No.: 13371394

applies.

Subordination Agreement

(Title of Document)

\boxtimes	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-
Ш	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:
A STATE OF THE PARTY OF THE PAR	
	(state specific law)
	Recording Coordinator
_	Signature Title
	Marji Afamasaga
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The Parket of th	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

PG-3185 800647 Page: 2 of 5 04/12/2012

BK 412

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

After recording return to:

Recording requested by: LSI When recorded return to: **Custom Recording Solutions** 5 Peters Canyon Road Suite 200 Irvine, CA 92606 # 13371394 800-756-3524 Ext. 5011



Real Estate Subordination Agreement

This Real Estate Subordination Agreement ("Agreement") is executed as of 01/19/2012, 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: -101 NORTH PHILLIPS AVENUE SIDY FALLS, US 57104.

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 04/30/2007, executed by GARTH P ALLING, with a property address of: 311 CHIMNEY ROCK RD, STATELINE, NV 89449

which was recorded on 8/2/2007, in Volume/Book 0807, Page 00782, and Document Number 0706794, 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 GARTH P ALLING

(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 412 PG-3186

800647 Page: 3 of 5 04/12/2012

(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 \$ 302,549.00 (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.

By:

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

01/19/2012

Date

_Jean English

Its: Assistant Vice President

Witness Signature

Sherry McCain

Typed or Printed Name

Witness Signature

Tara Grant

Typed or Printed Name

Individual Acknowledging HOOCIATION

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

On this the Nineteenth day of January, 2012, before me, Loretta M. Saunders, 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.



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 Nineteenth day of January, 2012, before me, Loretta M. Saunders, 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.

M. SA COMMINION OF THE PARTY OF

Signature of Person Taking Acknowledgment

Commission Expiration Date: 04/06/2014

(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)



PG-3188 800647 Page: 5 of 5 04/12/2012

> Order ID: 13371394 Loan No.: 0337500888

EXHIBIT A LEGAL DESCRIPTION

The following described property:

Lot 10, in Block C, of Terrace View Heights Subdivision, according to the map thereof, filed in the office of the County Recorder of Douglas County, State of Nevada, on August 10, 1964, as Document No. 25806.

Excepting therefrom all oil, gas, minerals and other hydrocarbon substances below a depth of 500 feet, without rights of surface entry, as reserved in instruments of record.

Assessor's Parcel Number: 1318-23-510-020

