

DOC # 807353
08/13/2012 09:00AM Deputy: AR
OFFICIAL RECORD
Requested By:
Northern Nevada Title CC
Douglas County - NV
Karen Ellison - Recorder
Page: 1 of 4 Fee: \$42.00
BK-812 PG-2867 RPTT: 0.00



APN: 1220-17-201-002

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

1097430-WD

After recording return to:
Bank of America Collateral Tracking
4161 Piedmont Parkway
Greensboro, NC 27410
Account #: 6818100397XXXX

Bank of America



Real Estate Subordination Agreement

This Real Estate Subordination Agreement ("Agreement") is executed as of 05/15/2012, by Bank of America, N.A. ("Subordinator") having an address of:
4161 Piedmont Parkway
Greensboro, NC 27410
in favor of CITIBANK, N.A. ("Junior Lien Holder"),

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 10/09/2004, executed by DENNY K. CAVNAR, AN UNMARRIED MAN, with a property address of: 1015 PONY COURT, GARDNERVILLE, NV 89460

which was recorded on 11/4/2004, in Volume/Book 1104, Page 2384, and Document Number 628478, 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 DENNY K. CAVNAR, AN UNMARRIED MAN

(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 CITIBANK, N.A. in the maximum principal face amount of \$ 165,361.00 (the "Principal Amount") **[For North Carolina only – bearing interest and payable as therein provided at the maximum rate of 4.1250% 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, any interest or late charges which may accrue thereon, 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

05/15/2012

Date

Tara Grant
Witness Signature

Tara Grant

Typed or Printed Name

Cristie Wiley
Witness Signature

Cristie Wiley

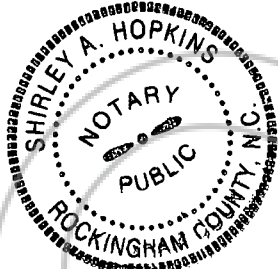
Typed or Printed Name



Individual Acknowledgment:

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

On this the Fifteenth day of May, 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.



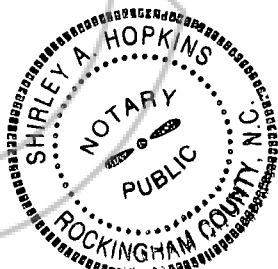
Shirley A. Hopkins
Signature of Person Taking Acknowledgment
Commission Expiration Date: 03/02/2014

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 Fifteenth day of May, 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)



Escrow No.: 1097430-WD
Title Order No.:

EXHIBIT A

THE LAND REFERRED TO HEREIN BELOW IS DESCRIBED AS FOLLOWS:

All that portion of the West 1/2 of the Northwest 1/4 of Section 17, Township 12 North, Range 20 East, M.D.B. & M., more particularly described as follows:

Being all of Parcel 4 as shown on that certain Parcel Map recorded August 10, 1977, in Book 877 of Official Records, at Page 554, as Document No. 11825, Douglas County, Nevada.

Together with a non-exclusive easement for road and public utility purposes over a strip of land 60 feet in width as described in that Deed to William Gookin, et ux, recorded August 15, 1977, in Book 877 of Official Records, at Page 754, Douglas County, Nevada.

Further together with a non-exclusive easement for public road over a strip of land 50 feet in width as delineated on the filed Parcel Map recorded in Book 877 of Official Records, at Page 554, Douglas County, Nevada.