

Doc Number: **0809561**

09/21/2012 03:40 PM

OFFICIAL RECORDS

Requested By
Indecomm Holdings Inc

DOUGLAS COUNTY RECORDERS
Karen Ellison - Recorder

Page: 1 Of 4 Fee: \$ 17.00
Bk: 0912 Pg: 5227



Deputy: pk

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

When Recorded Return To:
✓ Indecomm Global Services
2925 Country Drive
St. Paul, MN 55117

77993617 Rec 2nd

Bank of America



Real Estate Subordination Agreement

This Real Estate Subordination Agreement ("Agreement") is executed as of 08/23/2012, 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"), 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 02/15/2005, executed by HOLLY WATERS, with a property address of: 840 BLUE ROCK RD, GARDNERVILLE, NV 89410

which was recorded on 3/15/2005, in Volume/Book N/A, Page N/A, and Document Number 0639059, 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 HOLLY WATERS

(for use in AR, AZ, CO, IA, IL, KS, MD, MN, MO, NC, NM, NJ, NV, NY, OK, TX, and VA)

(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 \$ 152,400.00 (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, 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, IA, IL, KS, MD, MN, MO, NC, NM, NJ, NV, NY, OK, TX, and VA)

Bank of America, N.A.

By: Jean English
Its: Assistant Vice President

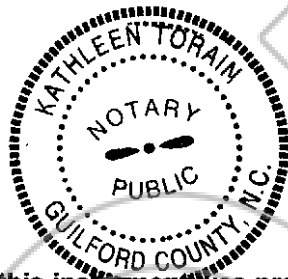
08/23/2012
Date



Individual Acknowledgment:

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

On this the Twenty-Third day of August, 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

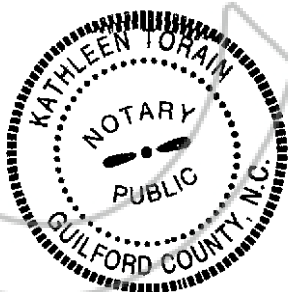
Signature of Person Taking Acknowledgment
Commission Expiration Date: 10/12/2013

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 Twenty-Third day of August, 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

(for use in AR, AZ, CO, IA, IL, KS, MD, MN, MO, NC, NM, NJ, NV, NY, OK, TX, and VA)

EXHIBIT "A"

SITUATE IN THE COUNTY OF DOUGLAS, STATE OF NEVADA:

LOT 10 OF GARDNERVILLE RANCHOS UNIT NO. 6, ACCORDING TO THE MAP THEREOF, FILED FOR RECORD IN THE OFFICE OF THE COUNTY RECORDER OF DOUGLAS COUNTY, STATE OF NEVADA, ON MAY 29, 1973, IN BOOK 573, PAGE 1026, AS FILE NO. 66512.

TAX ID NO: 1220-22-210-048

BEING THE SAME PROPERTY CONVEYED BY GRANT BARGAIN AND SALE DEED:

GRANTOR: CLIFFORD D. DANIELS AND LINDSAY C. DANIELS, HUSBAND AND WIFE AS JOINT TENANTS
GRANTEE: HOLLY WATERS, AN UNMARRIED WOMAN
DATED: 10/02/2002
RECORDED: 10/30/2002
DOC#/BOOK-PAGE: 0556323

ADDRESS: 840 BLUEROCK RD, GARDNERVILLE, NV 89460

END OF SCHEDULE A



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