09/26/2012 01:53PM Deputy: SG OFFICIAL RECORD Requested By: Western Title Company **APN#**: 1221-14-000-002 Douglas County - NV Karen Ellison - Recorder **Recording Requested By:** Page: 1 of 5 Fee: \$ BK-912 PG-6587 RPTT: 0.00 \$18.00 Western Title Company, Inc. Escrow No.: 052749-ARW When Recorded Mail To: Bank of America Collateral Tracking 4161 Piedmont Parkway Greensboro, NC 27410 Account No. 6818900111XXXX Mail Tax Statements to: (deeds only) (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** Annette McClean **Escrow Assistant Real Estate Subordination Agreement**

This page added to provide additional information required by NRS 111.312 (additional recording fee applies)

809798

DOC #



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PG-6588

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 #: 6818900111XXXX



Real Estate Subordination Agreement

This Real Estate Subordination Agreement ("Agreement") is executed as of 09/24/2012, by Bank of America, N.A. ("Subordinator") having an address of: 4161 Piedmont Parkway Greensboro, NC 27410 in favor of GREATER NEVADA MORTGAGE SERVICES ("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 02/12/2007, executed by MICHAEL P. GIBBONS, BARBARA J. GIBBONS, with a property address of: 2990 PINENUT RD, GARDNERVILLE, NV 89410

which was recorded on 3/1/2007, in Volume/Book 0307, Page 373, and Document Number 696170, 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 MICHAEL P. GIBBONS, BARBARA J. GIBBONS

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



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(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 GREATER NEVADA MORTGAGE SERVICES in the maximum principal face amount of \$ 130,300.00 (the "Principal Amount") [For North Carolina only - bearing interest and payable as therein provided at the maximum rate of 2.6250% for a period not to exceed 120.00 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.



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Bank of America, N.A.

Jean/En/g/lis/h By:

Assistant/Vice President Its:

09/24/2012

Date



Individual Acknowledgment:

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

On this the Twenty-Fourth day of September, 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.



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-Fourth day of September, 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.

Signature of Person Taking Acknowledgment

Commission Expiration Date: 10/12/2013

KFORD CC



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EXHIBIT "A"

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

All that certain lot, piece or parcel of land situate in the County of Douglas, State of Nevada, being a portion of the East 1/2 of the Southeast 1/4 of Section 14, Township 12 North, Range 21 East M.D.B. & M., being more particularly described as follows:

Parcel No. 2C as shown on that Parcel Map No. 12 for STODDARD AND JEWEL JACOBSEN, recorded September 15, 1981, in Book 981 of Official Records, at Page 752, as Document No. 60333, said map being a parcel map of Parcel No. 2 as shown on that map for Stoddard and Jewel Jacobsen, recorded March 22, 1979, in Book 379 of Official Records, at Page 1076, as Document No. 30900, both official records of Douglas County, State of Nevada.

Assessor's Parcel Number(s): 1221-14-000-002

