

DOC # 814089  
12/07/2012 09:21AM Deputy: SG  
OFFICIAL RECORD  
Requested By:  
Title Source, Inc.  
Douglas County - NV  
Karen Ellison - Recorder  
Page: 1 of 5 Fee: \$43.00  
BK-1212 PG-1536 RPTT: 0.00



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 #: 6818900076XXXX

③ 56989763 - 1573959

Parcel ID - 122010110011

**Bank of America**



### Real Estate Subordination Agreement

This Real Estate Subordination Agreement ("Agreement") is executed as of 10/22/2012, by Bank of America, N.A. ("Subordinator") having an address of:  
4161 Piedmont Parkway  
Greensboro, NC 27410  
in favor of JP MORGAN CHASE BANK, 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 10/28/2006, executed by TOM A. BROOKS, MANYA E. BROOKS, TOM BROOKS TRUSTEE OF THE TOM AND MANYA BROOKS FAMILY TRUST DATED 3/24/2004, with a property address of: 1232 PLEASANTVIEW DR, GARDNERVILLE, NV 89460

which was recorded on 11/30/2006, in Volume/Book 1106, Page 10593, and Document Number N/A, 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 TOM A. BROOKS, MANYA E. BROOKS, TOM BROOKS TRUSTEE OF THE TOM AND MANYA BROOKS FAMILY TRUST DATED 3/24/2004

(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 JP MORGAN CHASE BANK, N.A. in the maximum principal face amount of \$ 117,850.00 (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

11/20/12 b. 1112 p. 5470 # 813178

**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: Deborah Brown  
Its: Assistant Vice President

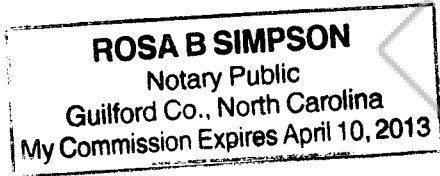
10/22/2012  
Date



**Individual Acknowledgment:**

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

On this the Twenty-Second day of October, 2012, before me, Rosa B. Simpson, the undersigned Notary Public, personally appeared Deborah Brown, 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.



Rosa B. Simpson  
Signature of Person Taking Acknowledgment  
Commission Expiration Date: 04/10/2013

**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-Second day of October, 2012, before me, Rosa B. Simpson, the undersigned Notary Public, personally appeared Deborah Brown, 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.



Rosa B. Simpson  
Signature of Person Taking Acknowledgment  
Commission Expiration Date: 04/10/2013

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

**EXHIBIT B**

**RECORDING / ESCROW / TITLE INSTRUCTIONS**

TO: TITLE SOURCE, INC. 662 WOODWARD AVENUE	DATE:	October 22, 2012
DETROIT, MI 48226	SUB #.	216490
Attention: VICTORIA TUCKER	CUSTOMER LOAN #:	6818900076XXXX
PHONE #: 313-877-2641	LOAN AMOUNT:	\$0.00
CUSTOMER NAME: <b>TOM BROOKS</b>	LINE AMOUNT:	\$218,900.00

**We have agreed to subordinate to the following:**

Lender:	JP MORGAN CHASE BANK, N.A.
Amount not to Exceed:	\$117,850.00
Term:	
Vesting:	TOM A. BROOKS , MANYA E. BROOKS, TOM BROOKS TRUSTEE OF THE TOM AND MANYA BROOKS FAMILY TRUST DATED 3/24/2004
Conditions:	Conditions

**Additional Requirements:**

1.  It is the responsibility of the requestor, title company and/or new lender to record the enclosed documents upon close of escrow.
2.  Property and supplemental taxes paid current.
3.  **NO ADDITIONS OR ALTERATIONS ALLOWED TO SUBORDINATION AGREEMENT. ANY ADDITIONS OR ALTERATIONS MAY VOID AGREEMENT.** \*\*\*Exception: Permission to add the Lender Address to the Subordination Agreement if required by the Lender. Contact Bank of America immediately at (866) 384-2124 to option 1 to have instructions immediately faxed to you regarding how to obtain a revised document. There is a \$50 up front fee for revisions.
4.  The Subordinations Unit provides only the subordination agreement. Please call customer service for all other information regarding the Bank of America line of credit.
5.  Escrow / Title Instructions are **CANCELLED** if new 1st mortgage loan not funded within 90 days. Subordination Agreement should be returned to Bank of America.
6.  The Bank of America subordination document uses the term "senior" and "junior" to refer to the recording positions of the liens in question. Noting this, the document is formatted to reflect several things happening at once.
  - The current first mortgage is to be paid off and satisfied, which moves the Bank of America lien to the "senior" position.
  - The new first mortgage is recorded behind the Bank of America lien in the "junior" position.
  - The Subordination Agreement is recorded, which is Bank of America's agreement to **subordinate its lien** to the new first mortgage (move the "senior" to "junior" position).
  - Therefore, "Junior" on the 2<sup>nd</sup> page of the subordination agreement is referring to the new first mortgage and not Bank of America's line of credit. The line of credit amount will not be shown on the subordination agreement.
  - The subordination agreement is acceptable in the courthouse as formatted. No additional verbiage will be added.
7.  A principal reduction may be required on account # 6818900076XXXX. If a recordable MOD is received in conjunction with the LOC reduction, the MOD is not to be recorded until the proceeds (if applicable) is applied to the LOC balance; balance not to exceed new credit limit of \$ 218,900.00.  
  
SEND Principle Reduction Payments to:  
(\*\*) **Bank of America / Payments**  
Attn: NC4-105-01-34  
4161 Piedmont Parkway  
Greensboro, NC 27410
8.  If escrow is canceled, agreement must be returned to reinstate original limit.

Prepared by:	Subordinations Unit	Greensboro NC
For inquires contact:	PH: (866) 384-2124	Telephone Hours 08:30am - 5:00pm EST





EXHIBIT A - LEGAL DESCRIPTION

Tax Id Number(s): 122016110011

Land Situated in the City of GARDNERVILLE in the County of Douglas in the State of NV

Lot 9, in Block A, as shown on the Final Map of PLEASANTVIEW SUBDIVISION PHASE I, filed April 6, 1990 in Book 490, Page 916, document No. 223488, Official Records of Douglas County, Nevada.

Commonly known as: 1232 PLEASANTVIEW DR, GARDNERVILLE, NV 89460