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Doc Number: **0815160**

12/26/2012 12:39 PM

OFFICIAL RECORDS

Requested By

INDECOMM HOLDINGS INC

DOUGLAS COUNTY RECORDERS
Karen Ellison - Recorder

Page: 1 Of 4

Fee: \$ 42.00

Bk: 1212 Pg: 6898



Deputy ke

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

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 #: 6818900073XXXX

78164302-2

Bank of America



Real Estate Subordination Agreement

This Real Estate Subordination Agreement ("Agreement") is executed as of 06/28/2012, by Bank of America, N.A. ("Subordinator") having an address of:
4161 Piedmont Parkway
Greensboro, NC 27410
in favor of FIRST CHOICE LOAN SERVICES ("Junior Lien Holder"), having an address for notice purposes of:

500 Campus Dr. Ste. 102
Morganville, NJ 07751

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 10/11/2006, executed by STEVEN W. RIGGS AND ANN RIGGS, with a property address of: 2432 GENOA ASPEN DRIVE, GENOA, NV 89411

which was recorded on 12/5/2006, in Volume/Book 1206, Page 1116, and Document Number 0690030, 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 STEVEN W. RIGGS AND ANN RIGGS

(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 FIRST CHOICE LOAN SERVICES in the maximum principal face amount of \$ 300,000.00 (the "Principal Amount") **[For North Carolina only – bearing interest and payable as therein provided at the maximum rate of 3.5000% 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, 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

06/28/2012
Date

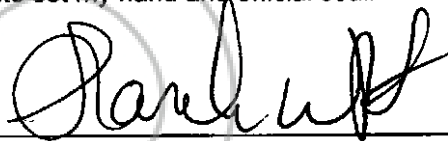


Individual Acknowledgment:

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

On this the Twenty- Eighth day of June, 2012, before me, Shanika Wright, 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.

SHANIKA WRIGHT
Notary Public
Guilford County, NC
My Commission Expires Sept. 2, 2014



Signature of Person Taking Acknowledgment
Commission Expiration Date: 09/02/2014

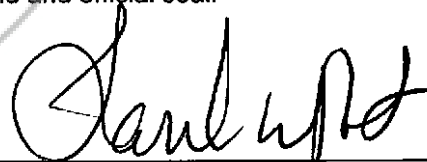
This is to certify that this instrument was prepared by a Bank of America associate.

Corporate Acknowledgment:

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

On this the Twenty- Eighth day of June, 2012, before me, Shanika Wright, 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.

SHANIKA WRIGHT
Notary Public
Guilford County, NC
My Commission Expires Sept. 2, 2014



Signature of Person Taking Acknowledgment
Commission Expiration Date: 09/02/2014

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

LEGAL DESCRIPTION

EXHIBIT "A"

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE COUNTY OF DOUGLAS, STATE OF NEVADA, AND IS DESCRIBED AS FOLLOWS:

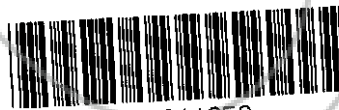
LOT 25 IN BLOCK E, AS SET FORTH ON THE FINAL MAP ENTITLED GENOA LAKES PHASE 1, A PLANNED UNIT DEVELOPMENT, RECORDED MARCH 16, 1993, IN BLOCK 393 OF OFFICIAL RECORDS, AT PAGE 3260, DOUGLAS COUNTY, NEVADA AS DOCUMENT NO. 302137.

SUBJECT, HOWEVER, TO COVENANTS, CONDITIONS AND RESTRICTIONS CONTAINED IN DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF GENOA LAKES ASSOCIATION RECORDED IN THE OFFICE OF THE RECORDER OF DOUGLAS COUNTY, NEVADA, ON MARCH 16, 1993, IN BOOK 393 OF OFFICIAL RECORDS, AT PAGE 3327 UNDER DOCUMENT NO. 302138, AS AMENDED ON MARCH 22, 1993, IN BOOK 393 OF OFFICIAL RECORDS, AT PAGE 4002 UNDER DOCUMENT NO. 302423.

PARCEL ID #1319-03-710-025

THIS BEING THE SAME PROPERTY CONVEYED TO STEVEN W. RIGGS AND ANN RIGGS, HUSBAND AND WIFE AS JOINT TENANTS WITH RIGHT OF SURVIVORSHIP FROM GENOA LAKES VENTURE, A NEVADA JOINT VENTURE BETWEEN DINGMAN DEVELOPMENT, LTD., A NEVADA LIMITED PARTNERSHIP WITH DINGMAN INVESTMENTS INC., A NEVADA CORPORATION AS GENERAL PARTNER AND CALVO DEVELOPMENT, LTD., A NEVADA CORPORATION IN A DEED DATED MARCH 30, 1994 AND RECORDED NOVEMBER 10, 1994 IN BOOK 1194 PAGE 1879.

Property Commonly Known As: 2432 Genoa Aspen Drive Genoa, NV 89411



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