

DOC # 815559
01/03/2013 09:04AM Deputy: SG
OFFICIAL RECORD
Requested By:
ServiceLink Aliquippa Title
Douglas County - NV
Karen Ellison - Recorder
Page: 1 of 5 Fee: \$18.00
BK-113 PG-406 RPTT: 0.00



APN# 1320-33-817-005 **SUBORDINATION AGREEMENT**

WHEN RECORDED MAIL TO:

FL9-700-04-75/Collateral Receipt
9000 Southside Blvd.
Jacksonville, FL 32256

LOAN #: 68189000477599

ESCROW/CLOSING#: 244259979

AP: [unclear]
K Ellison
4000 [unclear] Blvd
Aliquippa [unclear] NV

SPACE ABOVE FOR RECORDERS USE

110212117

NOTICE: THIS SUBORDINATION AGREEMENT MAY RESULT IN YOUR SECURITY INTEREST IN THE PROPERTY BECOMING SUBJECT TO AND OF LOWER PRIORITY THAN THE LIEN OF SOME OTHER OR LATER SECURITY INSTRUMENT.

SUBORDINATION AGREEMENT

This Subordination Agreement ("Agreement") is made this Twenty-third day of October, 2012, by **Bank of America, N.A.** ("**Subordinating Lender**"), a corporation whose address is **101 South Tryon Street, Charlotte, NC 28255.**

WITNESSETH:

WHEREAS, Subordinator is the beneficiary/mortgagee of that certain Deed of Trust/Mortgage ("**Security Document**") pursuant to that certain Security Document dated 08/01/2006 (the "**Senior Lien**"), and executed by CRAIG A. SMITH and JACKIE R SMITH (together, the "**Owner**") and encumbering that certain real property located at 1449 HARVEST AVE, GARDNERVILLE, NV 89410 (address) which is legally described on Exhibit "A" attached hereto and incorporated herein (the "**Property**"), which Security Document was recorded on 09/25/2006 in Official Records Book 0906, Page 8326, as Instrument No. 0685109, of the Official Records of DOUGLAS County, NV, as the same may have been or is to be modified prior hereto or contemporaneously herewith.



WHEREAS, Bank of America, N.A. ("Junior Lien Holder") has been requested to make a loan, line of credit or other financial accommodation to Owner, to be secured by either a deed of trust, deed to secure debt or mortgage (collectively, the "Junior Lien"), covering without limitation, the Property and securing the indebtedness described therein including the payment of a promissory note or line of credit (together, the "Note") made by Owner and/or others payable to the order of Junior Lien Holder, in the maximum principal face amount not to exceed \$225500.00 ("Principal Amount"), including provisions for acceleration and payment of collection costs (collectively, the "Loan"); and

WHEREAS, Junior Lien Holder requires, as a condition to making the Loan, that the Junior Lien be superior to the Senior Lien;

WHEREAS, it is to the mutual benefit of the Subordinator, Owner and Junior Lien Holder that Junior Lien Holder make the Loan to Owner; and Subordinator is willing to permit the Junior Lien, when recorded, to constitute a lien upon the Property that is unconditionally prior and superior to the Senior Lien.

NOW THEREFORE, for valuable consideration and to induce Junior Lien Holder to make the Loan to Owner, Subordinator hereby subordinates the Senior Lien to the Junior Lien and any renewals or extensions thereof, and declares, agrees and acknowledges that:

- (1) The Junior Lien and any renewals or extensions thereof, shall unconditionally be and remain at all times a lien or charge on the property, prior and superior to the Senior Lien.
- (2) That Junior Lien Holder would not make the Loan without this subordination agreement.
- (3) This Agreement is limited to the Principal Amount, plus interest and any additional amounts advanced pursuant to the provision of the Note or Junior Lien for payment of insurance premiums, taxes, cost of collection or protection of the value of the Property or Junior Lien Holder's rights in the Property. This Agreement shall inure to the benefit of Junior Lien Holder and be binding upon Subordinator, its successors and assigns and shall be binding upon any purchaser (at foreclosure or otherwise) of the Property, or any part thereof, and their respective heirs, personal representatives, successors and assigns.
- (4) This agreement shall be the whole and only agreement with regard to the subordination of the Senior Lien to the Junior Lien and shall supersede and cancel, but only insofar as would affect the priority between the security instruments described herein, any prior agreements as to such subordination including, but not limited to, those provisions, if any, contained in the Senior Lien, which provide for the subordination of the Senior Lien to another security instrument, deed of trust or mortgage.
- (5) It consents to and approves (i) all provisions of the Note and Junior Lien securing the loan, and (ii) all agreements, including but not limited to any loan or escrow agreements (collectively, the "Loan Agreements"), between Owner and Junior Lien Holder for the disbursement of the proceeds of the New Loan;
- (6) Junior Lien Holder making disbursements pursuant to any such agreement is under no obligation or duty to, nor has Junior Lien Holder represented that it will, see to the application of such proceeds by the person(s) to whom Junior Lien Holder disburses such proceeds and any application or use of such proceeds other than those provided for in such Loan Agreement(s) shall not defeat the subordination herein made in whole or in part.

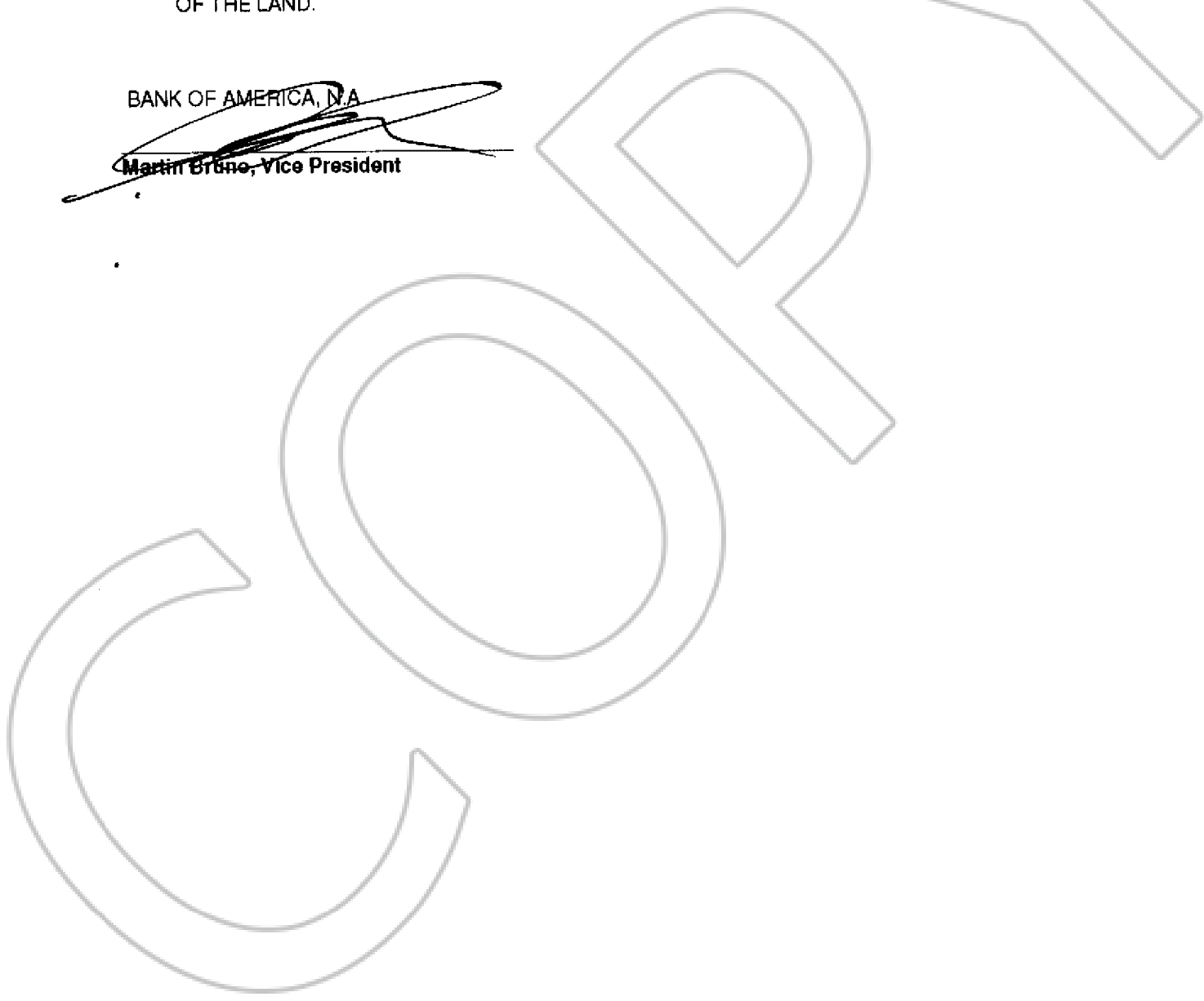


(7) It intentionally and unconditionally waives, relinquishes and subordinates the Senior Lien in favor of the Junior Lien and understands that in reliance upon, and in consideration of, this waiver, relinquish and subordinate specific loans and advances are being and will be made and, specific monetary and other obligations are being and will be entered into which would not be made or entered into but for said reliance upon this waiver, relinquishment and subordination.

NOTICE: THIS SUBORDINATION AGREEMENT CONTAINS A PROVISION WHICH ALLOWS THE OWNER OBLIGATED ON YOUR REAL PROPERTY SECURITY TO OBTAIN A LOAN A PORTION OF WHICH MAY BE EXPENDED FOR OTHER PURPOSES THAN IMPROVEMENT OF THE LAND.

BANK OF AMERICA, N.A.


Martin Bruno, Vice President





ALL PURPOSE ACKNOWLEDGMENT

STATE OF TEXAS
COUNTY OF Dallas }

On 10/23/12 (date) before me, Renee Marie Norwood (notary public) personally appeared **Martin Bruno**, of BANK OF AMERICA, N.A. personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Signature Renee Marie Norwood



ATTENTION NOTARY:

Although the information requested below is OPTIONAL, it could prevent fraudulent attachment of this certificate to another document.

THIS CERTIFICATE **MUST BE ATTACHED TO THE DOCUMENT DESCRIBED AT RIGHT**

Title of Document Type _____
Number of Pages _____ Date of Document _____
Signer(s) Other Than Named Above _____



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:

ALL THAT PARCEL OF LAND IN DOUGLAS COUNTY, STATE OF NEVADA, AS MORE FULLY DESCRIBED IN DEED INST # 0758955, ID# 1320-33-817-005, BEING KNOWN AND DESIGNATED AS:

LOT 5, IN BLOCK A, AS SET FORTH ON FINAL SUBDIVISION MAP NO- 1006-12 FOR CHICHESTER ESTATES, PHASE 12, FILED IN THE OFFICE OF THE COUNTY RECORDER OF DOUGLAS COUNTY, NEVADA AND RECORDED JANUARY 8, 2004 IN BOOK 0104, PAGE 2012, AS DOCUMENT NO. 601490.

BY FEE SIMPLE DEED FROM JACKIE R. SMITH, AN UNMARRIED WOMAN AS SET FORTH IN DEED INST # 0758955, DATED 01/19/2010 AND RECORDED 02/18/2010, DOUGLAS COUNTY RECORDS, STATE OF NEVADA.

