

DOC # 817943
02/11/2013 09:06AM Deputy: AR
OFFICIAL RECORD
Requested By:
First American Mortgage Se
Douglas County - NV
Karen Ellison - Recorder
Page: 1 of 4 Fee: \$42.00
BK-213 PG-2428 RPTT: 0.00



WHEN RECORDED, RETURN TO:
FIRST AMERICAN MORTGAGE SERVICES
1100 SUPERIOR AVENUE, SUITE 200
CLEVELAND, OHIO 44114
NATIONAL RECORDING

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 #: 6824900922XXXX

Bank of America



Real Estate Subordination Agreement

7674574

46410260

This Real Estate Subordination Agreement ("Agreement") is executed as of 12/28/2012, by Bank of America, N.A. ("Subordinator") having an address of:
4161 Piedmont Parkway
Greensboro, NC 27410
in favor of GMAC MORTGAGE, LLC. ("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 11/25/2006, executed by RICHARD A. DELALLO, JEANNE M. DELALLO, with a property address of: 2877 MAC DR, MINDEN, NV 89423

which was recorded on 12/27/2006, in Volume/Book N/A, Page N/A, and Document Number 0691587, 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 RICHARD A. DELALLO, JEANNE M. DELALLO

(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 GMAC MORTGAGE, LLC. in the maximum principal face amount of \$ 85,000.00 (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.



Bank of America, N.A.

By: Jean English
Its: Assistant Vice President

12/28/2012
Date

Individual Acknowledgment:

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

On this the Twenty- Eighth day of December, 2012, before me, Rosa B. Simpson, 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.



ROSA B SIMPSON
Notary Public
Guilford Co., North Carolina
My Commission Expires April 10, 2013

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- Eighth day of December, 2012, before me, Rosa B. Simpson, 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.

ROSA B SIMPSON
Notary Public
Guilford Co., North Carolina
My Commission Expires April 10, 2013

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)



BK 213
PG-2431

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Form No. 3301 (01/08)
Short Form Commitment

ORDER NO: 7676574n
FILE NO: 7676574n
CUSTOMER REF: 000688074453

Exhibit "A"

Real property in the City of **Minden**, County of **DOUGLAS**, State of **Nevada**, described as follows:

LOT 11, OF BLOCK C, AS SET FORTH ON FINAL SUBDIVISION MAP LDA #99-052 OF BUCKBRUSH ESTATES, PHASE 3, FILED IN THE OFFICE OF THE COUNTY RECORDER OF DOUGLAS COUNTY, STATE OF NEVADA ON MARCH 13, 2003, IN BOOK 0303, AT PAGE 5272, AS DOCUMENT NO. 569784, AND BY CERTIFICATE OF AMENDMENT RECORDED MAY 27, 2003, IN BOOK 0503, AT PAGE 1335, AS DOCUMENT NO. 578032.

Being all of that certain property conveyed to RICHARD A. DELALLO AND JEANNE M. DELALLO, HUSBAND AND WIFE, JOINT TENANTS WITH RIGHT OF SURVIVORSHIP from THEODORE GAINES, TRUSTEE OF THE THEODORE GAINES 1996 TRUST, DATED OCTOBER 21, 1996, by deed dated FEBRUARY 09, 2004 and recorded FEBRUARY 11, 2004 AS DOCUMENT NO. 0604294 of official records.

Commonly known as: 2877 Mac Dr, Minden, NV 89423

APN #: 1420-27-312-005



DELALLO

46410260

NV

FIRST AMERICAN ELS
SUBORDINATION AGREEMENT

