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Doc Number: **0818182**

02/13/2013 01:36 PM

OFFICIAL RECORDS

Requested By INDECOMM HOLDINGS INC

DOUGLAS COUNTY RECORDERS Karen Ellison - Recorder

Page: 1 0f 4

Fee: \$ 42.00

Bk: 0213 Pg: 3618

Deputy: ar

This instrument was prepared by:
Bank of America Subordination Unit
4161 Piedmont Parkway
Greensboro, NC 27410

57288766 -1731870

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

78364972

Bank of America

Real Estate Subordination Agreement

This Real Estate Subordination Agreement ("Agreement") is executed as of 01/02/2013, by Bank of America, N.A. ("Subordinator") having an address of:

4161 Piedmont Parkway

Greensboro, NC 27410

in favor of MORTGAGE ELECTRONIC REGISTRATION SYSTEMS INC. AS NOMINEE FOR QUICKEN LOANS INC. ("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 04/06/2006, executed by SPENCER WILLIAMS AND EMILY WILLIAMS, with a property address of: 313 TRAMWAY DRIVE 11, STATELINE, NV 89449

which was recorded on 2/20/2007, in Volume/Book N/A, Page N/A, and Document Number 0695214, 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 SPENCER WILLIAMS AND EMILY WILLIAMS

(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 MORTGAGE ELECTRONIC REGISTRATION SYSTEMS INC. AS NOMINEE FOR QUICKEN LOANS INC. in the maximum principal face amount of \$ 257,775.00 (the "Principal Amount") [For North Carolina only – bearing interest and payable as therein provided at the maximum rate of 3.9900% 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.



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Bank of America, M

By: Jean English

Its: Assistant Vice President

01/02/2013

Date



Individual Acknowledgment:

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

On this the Second day of January, 2013, 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

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 Second day of January, 2013, 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 Signature of Person Taking Acknowledgment Commission Expiration Date: 04/10/2013

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EXHIBIT A - LEGAL DESCRIPTION

Tax Id Number(s): 1319-30-520-012

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

LOT 11, AS SET FORTH ON THAT CONDOMINIUM MAP OF LOT 51, 6TH AMENDED MAP OF TAHOE VILLAGE UNIT NO. 1, RECORDED MAY 25, 1982 IN BOOK 582, AT PAGE 1325, DOUGLAS COUNTY, NEVADA, AS DOCUMENT NO. 68043, SAID MAP BEING A CONDOMINIUM MAP OF LOT 51, TAHOE VILLAGE UNIT NO. 1, AN AMENDED MAP OF ALPINE VILLAGE UNIT NO. 1, FILED IN THE OFFICE OF THE COUNTY RECORDER OF DOUGLAS COUNTY, NEVADA, ON DECEMBER 7, 1971, AS DOCUMENT NO. 55769.

TOGETHER WITH AN UNDIVIDED 1/30TH INTEREST IN THE COMMON AREA AS SET FORTH ON SAID CONDOMINIUM MAP.

Commonly known as: 313 Tramway Dr # 11, Lakeridge, NV 89449

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