

Doc Number: **0820367**

03/20/2013 02:39 PM

OFFICIAL RECORDS

Requested By  
**INDECOMM HOLDINGS INC**

DOUGLAS COUNTY RECORDERS  
Karen Ellison - Recorder

Page: 1 of 4 Fee: \$ 17.00

Bk: 0313 Pg: 5244



Deputy ar

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

78446188-04

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 #: 6818900154XXXX



**Real Estate Subordination Agreement**

57404631 - 1795002

(4)

This Real Estate Subordination Agreement ("Agreement") is executed as of 01/17/2013, 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 07/23/2007, executed by ANTHONY J. SPOTTS TRUSTEE OF SPOTTS FAMILY TRUST DATED 05/27/2003, SUSAN R. SPOTTS, ANTHONY J. SPOTTS, SUSAN SPOTTS TRUSTEES OF THE SPOTTS FAMILY TRUST DATED 05/27/2003, with a property address of: 1375 GRANBOROUGH DR, GARDNERVILLE, NV 89410

which was recorded on 9/6/2007, in Volume/Book 907, Page 1137, and Document Number 0708813, 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 ANTHONY J. SPOTTS TRUSTEE OF SPOTTS FAMILY TRUST DATED 05/27/2003, SUSAN R. SPOTTS, ANTHONY J. SPOTTS, SUSAN SPOTTS TRUSTEES OF THE SPOTTS FAMILY TRUST DATED 05/27/2003

recorded <sup>concurrently</sup> herewith herewith

(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 MORTGAGE ELECTRONIC REGISTRATION SYSTEMS INC. AS NOMINEE FOR QUICKEN LOANS INC. in the maximum principal face amount of \$ 258,050.00 (the "Principal Amount") **[For North Carolina only – bearing interest and payable as therein provided at the maximum rate of 3.8750% for a period not to exceed 300.00 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 ~~\* not to exceed~~ 

**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.

*Deborah Brown*  
By: Deborah Brown  
Its: Assistant Vice President

01/17/2013  
Date



**Individual Acknowledgment:**

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

On this the Seventeenth day of January, 2013, 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**  
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 Seventeenth day of January, 2013, 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**  
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

**EXHIBIT A - LEGAL DESCRIPTION**

Tax Id Number(s): 132033815018

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

LOT 50, IN BLOCK E, AS SET FORTH ON FINAL SUBDIVISION MAP NO. 1006-10 FOR CHICHESTER ESTATES, PHASE 10, FILED IN THE OFFICE OF THE COUNTY RECORDER OF DOUGLAS COUNTY, NEVADA ON APRIL 25, 2002 IN BOOK 0402 OF OFFICIAL RECORDS, PAGE 7623, AS DOCUMENT NO. 540511.

Commonly known as: 1375 Granborough Dr , Gardnerville, NV 89410



\*U03564089\*

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