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Doc Number: **0825079**

06/10/2013 11:03 AM

OFFICIAL RECORDS

Requested By  
UST GLOBAL

DOUGLAS COUNTY RECORDERS  
Karen Ellison - Recorder

Page: 1 of 5 Fee: \$ 18.00  
Bk: 0613 Pg: 2178



Deputy: ar

## SUBORDINATION AGREEMENT

WHEN RECORDED MAIL TO:

SPACE ABOVE FOR RECORDERS USE

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

LOAN #: 68181002886599

ESCROW/CLOSING#: 246011799

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-second day of April, 2013, 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 11/12/2003 (the "**Senior Lien**"), and executed by VIRGIL SCOTT SHEPHARD and TERRIE ANNE SHEPHARD (together, the "**Owner**") and encumbering that certain real property located at 689 ANN WAY, GARDNERVILLE, NV 89460 (address) which is legally described on Exhibit "A" attached hereto and incorporated herein (the "**Property**"), which Security Document was recorded on 04/05/2004 in Official Records Book 404, Page 1680, as Instrument No. N/A, 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 \$132150.00 ("Principal Amount"), including provisions for acceleration and payment of collection costs (collectively, the "Loan"); and

*\*Recorded 5-22-2013, doc# 0823900*

**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.

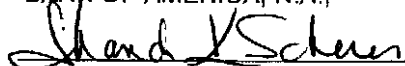
**NOW THEREFORE,** for valuable consideration and to induce Junior Lien Holder to make the Loan to Owner, Subordinator hereby subordinates the Senior Lien to the Junior Lien and any renewals or extensions thereof, and declares, agrees and acknowledges that:

- (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.,

  
**Shanda Scherer, Assistant Vice President**



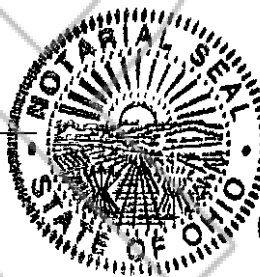
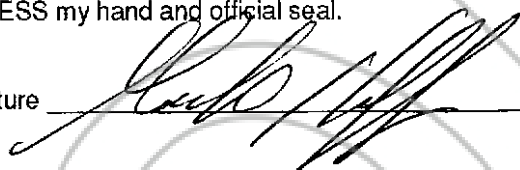
### ALL PURPOSE ACKNOWLEDGMENT

STATE OF OHIO }  
COUNTY OF CUYAHOGA }

On 4-24-2013 (date) before me, NICHOLAS SKAFF (notary public) personally appeared **Shanda Scherer**, 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



NICHOLAS M. SKAFF  
NOTARY PUBLIC  
STATE OF OHIO  
Recorded in  
Cuyahoga County  
My Comm. Exp. 10/22/14

#### 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 SUBORDINATE  
Number of Pages 4 Date of Document 4-24-2013  
Signer(s) Other Than Named Above \_\_\_\_\_

**Exhibit A**

LOT 851, AS SHOWN ON THE MAP OF GARDNERVILLE RANCHOS UNIT NO. 7, FILED FOR RECORD IN THE COUNTY RECORDER OF DOUGLAS COUNTY, NEVADA, ON MARCH 27, 1974, AS DOCUMENT NO. 72456.

1220-22-310-196

Commitment Typed Date: NOVEMBER 4, 2003

