

DOC # 830887  
09/19/2013 01:58PM Deputy: SG  
OFFICIAL RECORD  
Requested By:  
First American Title Insur:  
Douglas County - NV  
Karen Ellison - Recorder  
Page: 1 of 5 Fee: \$18.00  
BK-913 PG-4287 RPTT: 0.00

APN: 1320-30-21-032



I hereby affirm that this document does not contain the Social Security Number of person(s).  
As required by law: NRS 239B.030  
(Source of law or rule)

Signed Kenneth Jordan  
Print Name: KENNETH JORDAN

**RECORDING REQUESTED BY and RETURN TO:**

NAME: FIRST AMERICAN MORTGAGE SERVICES  
ADDRESS: 1100 Superior Ave Suite # 200  
CITY/STATE/ZIP: Cleveland OH 44114  
ATTENTION: NATIONAL RECORDING

**TITLE OF DOCUMENT:**

Subordination  
Agreement



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

~~After recording return to:~~  
Bank of America Subordinations  
4161 Piedmont Parkway  
Greensboro, NC 27410  
Account #: 6818900167XXXX

**Bank of America**



8052932

**Real Estate Subordination Agreement**

This Real Estate Subordination Agreement ("Agreement") is executed as of 08/29/2013, by Bank of America, N.A. ("Subordinator") having an address of:  
4161 Piedmont Parkway  
Greensboro, NC 27410  
in favor of GREEN TREE SERVICING, LLC ("Junior Lien Holder");:

**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 09/05/2007, executed by CLAYTON J KELSO JR, GLORIA B KELSO, with a property address of: 1745 FIR TREE CIRCLE, MINDEN, NV 89423

which was recorded on 9/26/2007, in Volume/Book 0907, Page 6057, and Document Number 0709954, 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 CLAYTON J KELSO JR, GLORIA B KELSO

(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 GREEN TREE SERVICING, LLC in the maximum principal face amount of or not to exceed \$ 120,700.00 (the "Principal Amount") **[For North Carolina only – bearing interest and payable as therein provided at the original and/or 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

08/29/2013

Date



**Individual Acknowledgment:**

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

On this the Twenty-Ninth day of August, 2013, before me, Shirley A. Hopkins, 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.



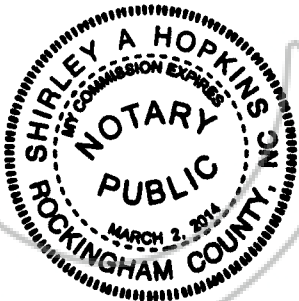
Shirley A. Hopkins  
Signature of Person Taking Acknowledgment  
Commission Expiration Date: 03/02/2014

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-Ninth day of August, 2013, before me, Shirley A. Hopkins, 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.



Shirley A. Hopkins  
Signature of Person Taking Acknowledgment  
Commission Expiration Date: 03/02/2014

(for use in AR, AZ, CO, IA, IL, KS, MD, MN, MO, NC, NM, NJ, NV, NY, OK, TX, and VA)





**EXHIBIT 'A'**

File No.: **8052932n (mo)**  
Property: **1745 Fir Tree Circle, Minden, NV 89423**

**LOT 7, IN BLOCK E, AS SHOWN ON THE OFFICIAL MAP OF WESTWOOD VILLAGE UNIT NO. 1,  
FILED FOR RECORD IN THE OFFICE OF THE COUNTY RECORDER OF DOUGLAS COUNTY,  
NEVADA, ON OCTOBER 5, 1979, PAGE 440, DOCUMENT NO. 37417.**

**A.P.N. 1320-30-211-032**

 **KELSO**  
**47531172**  
**FIRST AMERICAN ELS**  
**SUBORDINATION AGREEMENT**  


NV

*WHEN RECORDED, RETURN TO:  
FIRST AMERICAN TITLE INSURANCE CO.  
1100 SUPERIOR AVENUE, SUITE 200  
CLEVELAND, OHIO 44114  
NATIONAL RECORDING*

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