

DOC # 833049
10/31/2013 12:04PM Deputy: SG
OFFICIAL RECORD
Requested By:
LSI North Escrow
Douglas County - NV
Karen Ellison - Recorder
Page: 1 of 5 Fee: \$18.00
BK-1013 PG-6549 RPTT: 0.00



SUBORDINATION AGREEMENT

WHEN RECORDED MAIL TO:

SPACE ABOVE FOR RECORDERS USE

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

LOAN #: 68181001090799

ESCROW/CLOSING#: 248229599

17202951

APN: 1320-35-001-040

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 August, 2013, by **Bank of America, N.A.** ("**Subordinating Lender**"), a corporation whose address is **101 South Tryon Street, Charlotte, NC 28255.**

Recording Requested By:
LSI

WITNESSETH:

WHEREAS, Subordinator is the beneficiary/mortgagee of that certain Deed of Trust/Mortgage ("Security Document") pursuant to that certain Security Document dated 04/20/2001 (the "Senior Lien"), and executed by DORELEE A DRINKWINE, Trustee or her successors in Trust, under The Drinkwine Living Trust dated April 2, 1998 and (together, the "Owner") and encumbering that certain real property located at 1508 WILDFLOWER CT, GARDNERVILLE, NV 89410 (address) which is legally described on Exhibit "A" attached hereto and incorporated herein (the "Property"), which Security Document was recorded on 04/30/2001 in Official Records Book 0401, Page 7504, as Instrument No. 0513148, 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 \$183900.00 ("Principal Amount"), including provisions for acceleration and payment of collection costs (collectively, the "Loan"); and

Recorded 9/25/2013 Inst#: EB31209 B:913 P:6007

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 Superior 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.

Barbara Heinecke, Vice President





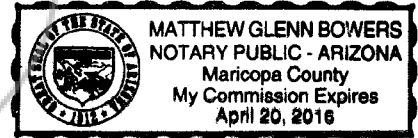
ALL PURPOSE ACKNOWLEDGMENT

STATE OF ARIZONA }
COUNTY OF MARICOPA }

On 8-29-13 (date) before me, Matthew Glenn Bowers (notary public) personally appeared **Barbara Heinecke**, 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 Matthew Glenn Bowers



(NOTARY SEAL)

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 _____
Number of Pages _____ Date of Document _____
Signer(s) Other Than Named Above _____



Order No.: **17202951**
Loan No.: 248229599

Exhibit A

The following described property:

That portion of the Northwest 1/4 of Section 35, Township 13 North, Range 20 East, M.D.B and M. in the County of Douglas, State of Nevada, being more particularly described as follows:

Lot 8 of Wildflower Ridge Unit 5 as said subdivision is shown per Document No. 241310 of the Official Records of said Douglas County.

Excepting therefrom the following described parcel:

Beginning at the Northwesterly corner of said Lot 8; thence Southeasterly along the Northeasterly line of said Lot 8, South 68 degrees 43'31" East, 453.52 feet to a point on the Westerly right-of-way line of Wildflower Court, a radial line through said point bears North 68 degrees 43'31" West, said point also being the Northeasterly corner of said Lot 8; thence South 82 degrees 01'26" West, 430.32 feet to a point on the Westerly line of said Lot 8; thence Northerly along said Westerly line North 0 degree 54'20" East, 224.29 feet to the point of beginning.

Reference is made to the Record of Survey supporting a boundary line adjustment for H and S Construction, Inc., Gary Griffith and Barbara Rae Smith, filed for record with the Douglas County Recorder on May 13, 1993 in Book 593, Page 2495, as Document No. 307011.

Being the same parcel conveyed to Dorelee A. Drinkwine Trustee, or her successors in trust, under the Drinkwine Living Trust dated Apr 02 1998 from Dorelee A. Drinkwine, by virtue of a Deed Dated 4/2/1998, Recorded 4/13/1998, in Deed Book 0498, Page 2069, as Instrument No. 0437112 County of Douglas, State of Nevada.

Assessor's Parcel No: 1320-35-001-040