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11/08/2013 01:43PM Deputy: SG
OFFICIAL RECORD
Requested By:
WFG Lender Services
Douglas County - NV
Karen Ellison - Recorder
Page: 1 of 4 Fee: \$17.00
BK-1113 PG-1850 RPTT: 0.00



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 #: 6818900185XXXX

387835

Bank of America



Real Estate Subordination Agreement

This Real Estate Subordination Agreement ("Agreement") is executed as of 08/12/2013, by Bank of America, N.A. ("Subordinator") having an address of:
4161 Piedmont Parkway
Greensboro, NC 27410
in favor of LOANDEPOT.COM, 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 11/13/2007, executed by TIMOTHY G. GASAWAY AND BETTY L. GASAWAY, with a property address of: 1714 MARIGOLD CT, MINDEN, NV 89423 *Legal Description Attached as Exhibit "A"*

which was recorded on 11/29/2007, in Volume/Book N/A, Page N/A, and Document Number 0713957, 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 TIMOTHY G. GASAWAY AND BETTY L. GASAWAY

(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 LOANDEPOT.COM, LLC in the maximum principal face amount of or not to exceed \$ 268,000.00 (the "Principal Amount") **[For North Carolina only – bearing interest and payable as therein provided at the maximum rate of 4.5000% 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.



Bank of America N.A.

Deborah Brown

By: Deborah Brown
Its: Assistant Vice President

08/12/2013
Date



Individual Acknowledgment:

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

On this the Twelfth day of August, 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 Apr. 10, 2018

Rosa B Simpson
Signature of Person Taking Acknowledgment
Commission Expiration Date: 04/10/2018

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 Twelfth day of August, 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 Apr. 10, 2018

Rosa B. Simpson
Signature of Person Taking Acknowledgment
Commission Expiration Date: 04/10/2018

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



EXHIBIT "A"

THE LAND REFERRED TO HEREIN IS SITUATED IN THE STATE OF NEVADA, COUNTY OF DOUGLAS DESCRIBED AS FOLLOWS:

LOT 95, IN BLOCK A, AS SET FORTH ON THE MAP OF WINHAVEN, UNIT NO. 1, A PLANNED UNIT DEVELOPMENT FILED FOR RECORD IN THE OFFICE OF THE COUNTY RECORDER OF DOAGLAS COUNTY, STATE OF NEVADA, ON JANUARY 13, 1989, AS DOCUMENT NO. 194373.

Parcel #:: 1320-29-212-054

