

DOC # 837361  
01/24/2014 03:26PM Deputy: AR  
**OFFICIAL RECORD**  
Requested By:  
Stewart Title of Nevada Re  
Douglas County - NV  
Karen Ellison - Recorder  
Page: 1 of 4 Fee: \$17.00  
BK-114 PG-4207 RPTT: 0.00



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

Return To:  
**SERVICELINK** 15797896  
A Black Knight Financial Services Company  
Outsourced Recording Department  
700 Cherrington Parkway  
Coraopolis, PA 15108

**Bank of America**



**Real Estate Subordination Agreement**

This Real Estate Subordination Agreement ("Agreement") is executed as of 09/26/2013, by Bank of America, N.A. ("Subordinator") having an address of: 4161 Piedmont Parkway Greensboro, NC 27410 in favor of NATIONSTAR MORTGAGE, 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 01/18/2007, executed by JASON R. ENSMINGER, with a property address of: 68 CONNOR, GARDNERVILLE, NV 89410

which was recorded on 1/22/2007, in Volume/Book 0107, Page 5958, and Document Number 0693145, 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 JASON R. ENSMINGER

(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 NATIONSTAR MORTGAGE, LLC in the maximum principal face amount of or not to exceed \$ 192,700.00 (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.

(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.

By: Jean English  
Its: Assistant Vice President

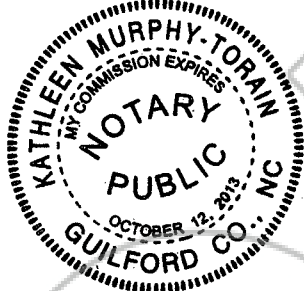
09/26/2013  
Date



**Individual Acknowledgment:**

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

On this the Twenty-Sixth day of September, 2013, before me, Kathleen Murphy-Torain, 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.



Kathleen Murphy-Torain  
Signature of Person Taking Acknowledgment  
Commission Expiration Date: 10/12/2013

**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 Twenty-Sixth day of September, 2013, before me, Kathleen Murphy-Torain, 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.



Kathleen Murphy-Torain  
Signature of Person Taking Acknowledgment  
Commission Expiration Date: 10/12/2013

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Loan # : 253135426

**Exhibit A**

**LEGAL DESCRIPTION**

The following described property:

Leasehold Estate as created by that certain lease dated October 8, 1997, made by and between Leon Mark Kizer, as Lessor, and PTP, Inc., as Lessee, for the term and upon the terms and conditions contained in said lease recorded October 13, 1997, in Book 1097, Page 2349, as Document No. 423882, amended January 9, 2002, in Book 0102, at Page 1927, as Document No. 531835, and again amended on October 28, 2002, in Book 1002, Page 11666, as Document No. 555928, Official Records of Douglas County, Nevada.

Lot 208 as set forth on Record of Survey for Pineview Development, Unit No. 6 filed for Record in the Office of the Douglas County Recorder on September 26, 2005, in Book 0905, Page 9644, as Document No. 655937.

Assessor's Parcel No: 1121-05-516-016-cancelling-td