

APN# 1220-01-002-552

Recording Requested by:

Name: Service Link
Address: 4000 Industrial Blvd.
City/State/Zip: Aliquippa PA 15001

When Recorded Mail to:

Name: Service Link
Address: 4000 Industrial Blvd.
City/State/Zip: Aliquippa PA 15001

Mail Tax Statement to:

Name: Mark E Howard & Anna Mary
Address: 1/2 & 1/2 Sterling Ranch Dr
City/State/Zip: Gardnerville, NV 89410

DOC # **838185**
02/13/2014 08:47AM Deputy: AR
OFFICIAL RECORD
Requested By:
ServiceLink Aliquippa Titl
Douglas County - NV
Karen Ellison - Recorder
Page: 1 of 6 Fee: \$19.00
BK-214 PG-2100 RPTT: 0.00



(for Recorder's use only)

Subordination Agreement
(Title of Document)

Please complete Affirmation Statement below:

I the undersigned hereby affirm that the attached document, including any exhibits, hereby submitted for recording does not contain the personal information of any person or persons.
(Per NRS 239B.030)

-OR-

I the undersigned hereby affirm that the attached document, including any exhibits, hereby submitted for recording does contain the personal information of a person or persons as required by law:

(State specific law)

Paula Daff
Signature

Auditor
Title

Paula Daff
Printed Name

This page added to provide additional information required by NRS 111.312 Sections 1-2 and NRS 239B.030 Section 4.

This cover page must be typed or printed in black ink.

(Additional recording fee applies)



SUBORDINATION AGREEMENT

WHEN RECORDED MAIL TO:

SPACE ABOVE FOR RECORDERS USE

Document Processing
TX2-979-01-19
4500 Amon Carter Blvd
Fort Worth, TX 76155

Chicago Title
ServiceLink Division
4000 Industrial Blvd
Aliquippa, PA 15001

This document was prepared by:

LOAN #: 210776849
ESCROW/CLOSING#: 249098131

114079863

MERS Phone: 1-888-679-6377

MIN: 1000255-0000131584-3

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 Thirtieth day of January, 2014, by **MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, Inc. ("MERS")** as nominee for **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 08/03/2009 (the "Senior Lien"), and executed by **MARK E HOWARD** and **ANNAMARY HOWARD, CO-TRUSTEES OF THE MARK E. HOWARD AND ANNMARY HOWARD FAMILY TRUST UDT DATED MAY 25, 2004** (together, the "Owner") and encumbering that certain real property located at **1828 STERLING RANCH DR, GARDNERVILLE, NV 89410** (address) which is legally described on Exhibit "A" attached hereto and incorporated herein (the "Property"), which Security Document was recorded on 08/19/2009 in Official Records Book 809, Page 4228, as Instrument No. 749156, 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 \$443700.00 ("Principal Amount"), including provisions for acceleration and payment of collection costs (collectively, the "Loan"); and

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:

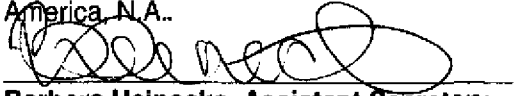
- (1) The Junior Lien and any renewals or extensions thereof, shall unconditionally be and remain at all times a lien or charge on the property, prior and superior to the Superior Lien.
- (2) That Junior Lien Holder would not make the Loan without this subordination agreement.
- (3) This Agreement is 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.



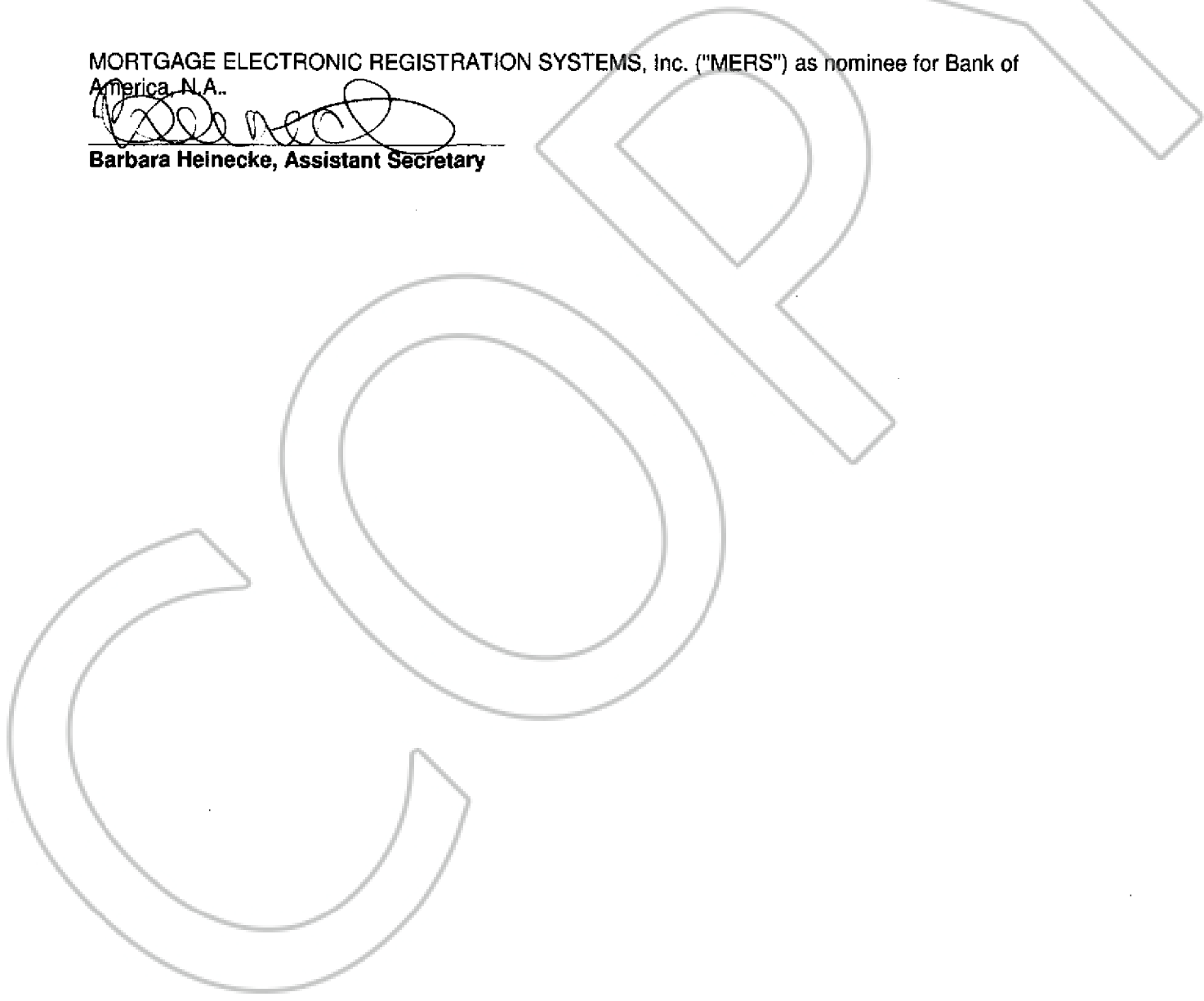
(7) It intentionally and unconditionally waives, relinquishes and subordinates the Senior Lien in favor of the Junior Lien and understands that in reliance upon, and in consideration of, this waiver, relinquish and subordinate specific loans and advances are being and will be made and, specific monetary 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.

MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, Inc. ("MERS") as nominee for Bank of America, N.A..



Barbara Heinecke, Assistant Secretary





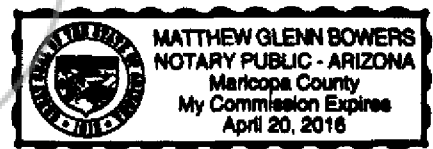
ALL PURPOSE ACKNOWLEDGMENT

STATE OF ARIZONA }
COUNTY OF MARICOPA }

On 1-31-14 (date) before me, Matthew Glenn Bowers (notary public) personally appeared **Barbara Heinecke**, of MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, Inc. ("MERS") as nominee for 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 _____



LEGAL DESCRIPTION

EXHIBIT "A"

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

ALL THAT PARCEL OF LAND IN DOUGLAS COUNTY, STATE OF NEVADA, AS DESCRIBED IN DEED BOOK 809, PAGE 4200, ID# 1220-01-002-052, BEING KNOWN AND DESIGNATED AS:

LOT 16, IN BLOCK C, AS SET FORTH ON THE FINAL MAP NO. PD01-19 FOR STERLING RANCH ESTATES, A PLANNED UNIT DEVELOPMENT, FILED FOR RECORD IN THE OFFICE OF THE COUNTY RECORDER OF DOUGLAS COUNTY, STATE OF NEVADA, SEPTEMBER 17, 2002, BOOK 0902, PAGE 5372, AS DOCUMENT NO. 552347, AND BY CERTIFICATE OF AMENDMENT RECORDED MARCH 26, 2003, BOOK 0303, PAGE 12541, AS DOCUMENT NO. 571358.

MORE COMMONLY KNOWN AS: 1828 STERLING RANCH DR, GARDNERVILLE, NV 89410.

BY FEE SIMPLE DEED FROM JENNIFER N. WORTHINGTON AND MARVIN J. WORTHINGTON, WIFE AND HUSBAND AS JOINT TENANTS AS SET FORTH IN DEED BOOK 809, PAGE 4200 DATED 07/10/2009 AND RECORDED 08/19/2009, DOUGLAS COUNTY RECORDS, STATE OF NEVADA.