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Doc Number: **0845225**

06/26/2014 11:07 AM

OFFICIAL RECORDS

Requested By

OLD REPUBLIC NATIONAL TITLE CO

APN: 132002001114

DOUGLAS COUNTY RECORDERS
Karen Ellison - Recorder

RECORDING REQUESTED BY:

Mortgage Connect, LP
260 Airside Drive
Moon Township, PA 15108

Page: 1 Of 6 Fee: \$ 19.00

Bk: 0614 Pg: 6311



Deputy pk

✓ WHEN RECORDED RETURN TO:

Old Republic Title
530 S Main Street, Suite 1031
Akron OH 44311
01-14011899-02R

MAIL TAX STATEMENTS TO:

Mortgage Connect, LP
260 Airside Drive
Moon Township, PA 15108

SUBORDINATION AGREEMENT

Please complete the cover page, check one of the following and sign below.

I the undersigned hereby affirm that this document submitted for recording does not contain a social security number.

OR

I the undersigned hereby affirm that this document submitted for recording contains a social security number of a person as required by law: _____ (Law).


Signature James Sykora

Post Closing Associate
Title

This page is added to provide additional information required by NRS 111.3 12 Sections 1-2.
(Additional recording fees applies)
This cover page must be typed or printed.

SUBORDINATION AGREEMENT

~~WHEN RECORDED REFERENCE TO:~~

SPACE ABOVE FOR RECORDERS USE

FL9-700-04-75/Collateral Receipt
6000 Southside Blvd

~~RECORDED TO:~~

Mortgage Connect, LP
260 Airside Drive
Moon Township, PA 15108
(866) 789-1814 **617809**

LOAN #: 68189001034599
ESCROW/CLOSING# 249208994

14011899

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 Thirteenth day of March, 2014, by **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 01/24/2007 (the "Senior Lien"), and executed by ARI T MAKINEN and KRISTINA J MAKINEN, ARI MAKINEN TRUSTEE OF THE THE REVOCABLE FAMILY TRUST OF ARI T & KRISTINA MAKINEN U/T/D 06/17/1992, KRISTINA MAKINEN TRUSTEE OF THE THE REVOCABLE FAMILY TRUST OF ARI T & KRISTINA MAKINEN U/T/D 06/17/1992 (together, the "Owner") and encumbering that certain real property located at 1705 HYDE ST, MINDEN, NV 89423 (address) which is legally described on Exhibit "A" attached hereto and incorporated herein (the "Property"), which Security Document was recorded on 02/15/2007 in Official Records Book 207, Page 4880, as Instrument No. N/A, 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 \$75850.00 ("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.

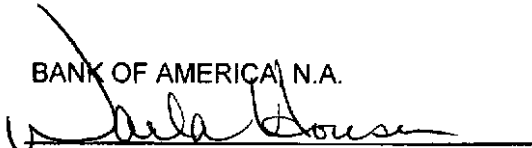
NOW THEREFORE, for valuable consideration and to induce Junior Lien Holder to make the Loan to Owner, Subordinator hereby subordinates the Senior Lien to the Junior Lien and any renewals or extensions thereof, and declares, agrees and acknowledges that:

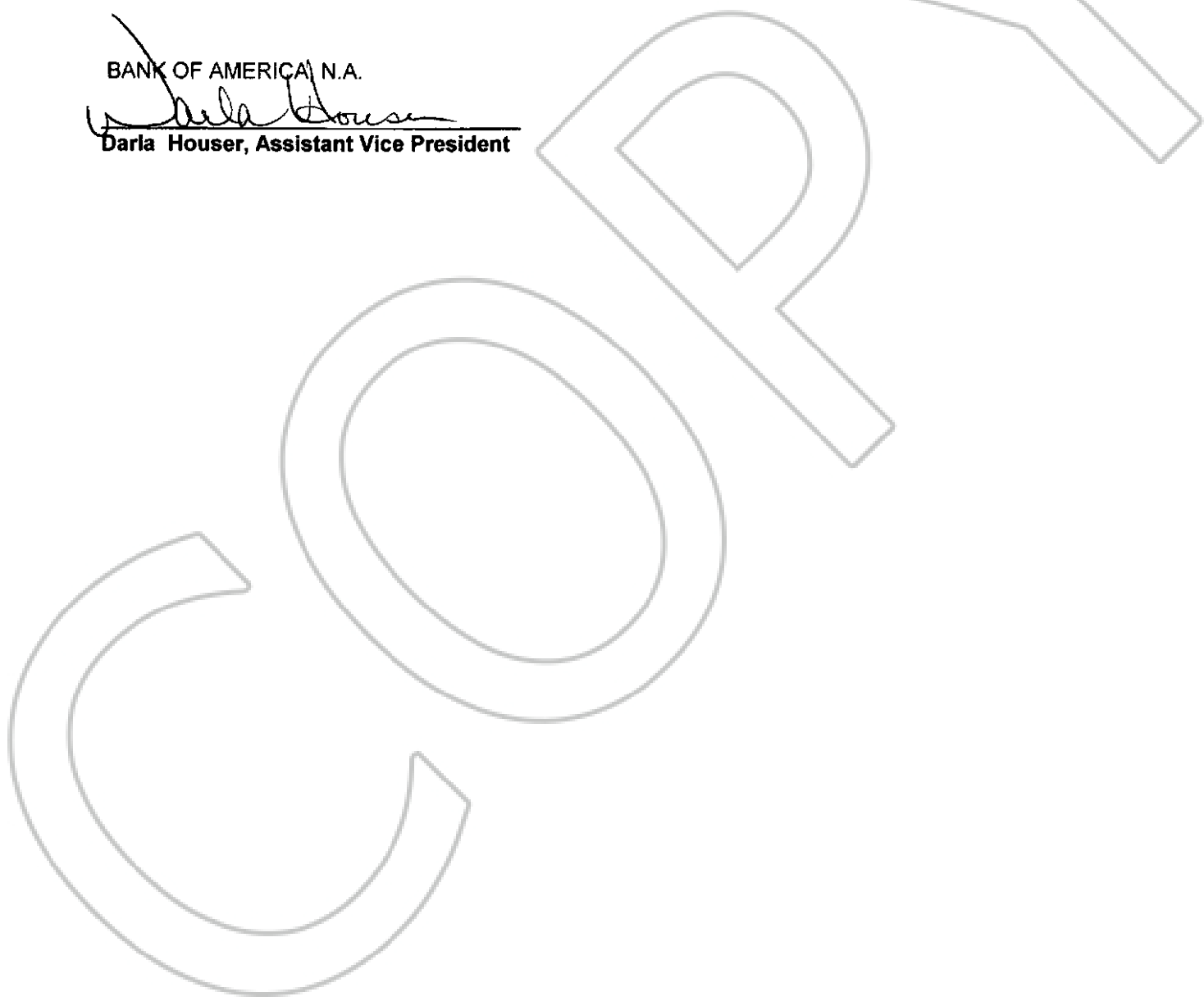
- (1) The Junior Lien and any renewals or extensions thereof, shall unconditionally be and remain at all times a lien or charge on the property, prior and superior to the Superior Lien.
- (2) That Junior Lien Holder would not make the Loan without this subordination agreement.
- (3) This Agreement is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

BANK OF AMERICA N.A.


Darla Houser, Assistant Vice President



TEXAS CORPORATE ACKNOWLEDGMENT

STATE OF TEXAS
COUNTY OF COLLIN

This instrument was acknowledged before me on 03/18/2014 by Darla Houser of BANK OF AMERICA, N.A. (Name of Corporation Acknowledging) a North Carolina (State of Incorporation) corporation, on behalf of said corporation.

Stacie Krastin
Notary Public Stacie Krastin

Print Name: Stacie Krastin
My Commission Expires: 12-19-17

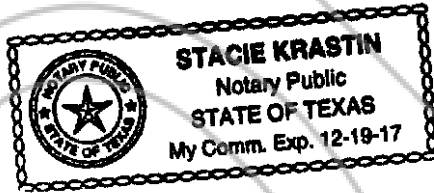


EXHIBIT A

SITUATED IN THE CITY OF MINDEN, COUNTY OF DOUGLAS, STATE OF NEVADA:

BEING A PORTION OF THE NE1/4 SECTION 2, T.13N., R.20E., M.D.B.&M., AND NOTE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE CENTER OF SECTION 2; THENCE N. 00°19'12"E., 621.74 FEET TO THE SOUTHWEST CORNER OF LOT 1, SAID POINT BEING THE TRUE POINT OF BEGINNING; THENCE N.00°19'12"E., 594.63 FEET TO THE SOUTH RIGHT OF WAY LINE OF HYDE STREET; THENCE N.89°55'02"E., 164.55 FEET ALONG SAID HYDE STREET RIGHT OF WAY TO A POINT COMMON TO LOTS 1 AND 2; THENCE S.00°19'48"W., 271.94 FEET; THENCE N.89°59'00"W., 94.50 FEET; THENCE S.00°19'12"W., 323.11 FEET; THENCE N.89°52'26"W., 70.00 FEET TO THE TRUE POINT OF BEGINNING.

SAID LAND IS ALSO SHOWN AS LOT 1 ON THAT CERTAIN RECORD OF SURVEY FILED FOR RECORD DECEMBER 15, 1994 IN BOOK 1294, PAGE 2477 AS DOCUMENT NO. 352716, DOUGLAS COUNTY, NEVADA OFFICIAL RECORDS.

TAX ID NO: 132002001114

BEING THE SAME PROPERTY CONVEYED BY QUIT CLAIM DEED

GRANTOR: KRISTINA J. MAKINEN, AS INDIVIDUAL
GRANTEE: ARI T. MAKINEN AND KRISTINA J. MAKINEN AS TRUSTEES OF THE INTER-VIVOS REVOCABLE FAMILY TRUST OF ARI T. MAKINEN AND KRISTINA J. MAKINEN
DATED: 07/13/1997
RECORDED: 08/04/1997
DOC#/BOOK-PAGE: 897-6340418684

ADDRESS: 1705 HYDE, MINDEN, NV 89423

END OF SCHEDULE A