**DOUGLAS COUNTY, NV** 

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\$17.00

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2014-852517

11/10/2014 08:20 AM

SOLUTIONSTAR

KAREN ELLISON, RECORDER

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

After recording return to:
Bank of America Subordinations Unit
4161 Piedmont Parkway NC4-105-01-38
Greensboro, NC 27410
Account #: 6818900237XXXX



## **Real Estate Subordination Agreement**

This Real Estate Subordination Agreement ("Agreement") is executed as of 10/23/2014, 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 02/06/2014, executed by STEVEN D DAVIS AND NORMA H DAVIS, with a property address of: 3648 SHAWNEE DR, CARSON CITY, NV 89705

which was recorded on 3/11/2014, in Volume/Book 314, Page 1630, and Document Number N/A, 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 STEVEN D DAVIS AND NORMA H DAVIS

(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 \$ 118,000.00 (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 Junior Lien Holder'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: Tara Grant

Its: Assistant Vice President

10/23/2014

Individual Acknowledgment:

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

On this the Twenty-Third day of October, 2014, before me, Kathleen Murphy-Torain, the undersigned Notary Public, personally appeared Tara Grant, 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.



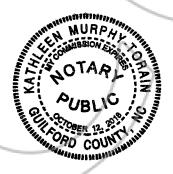
Signature of Person Taking Acknowledgment
Commission Expiration Date: 10/12/2018

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 Twenty-Third day of October, 2014, before me, Kathleen Murphy-Torain, the undersigned Notary Public, personally appeared Tara Grant, 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.



Signature of Person Taking Acknowledgment

Commission Expiration Date: 10/12/2018

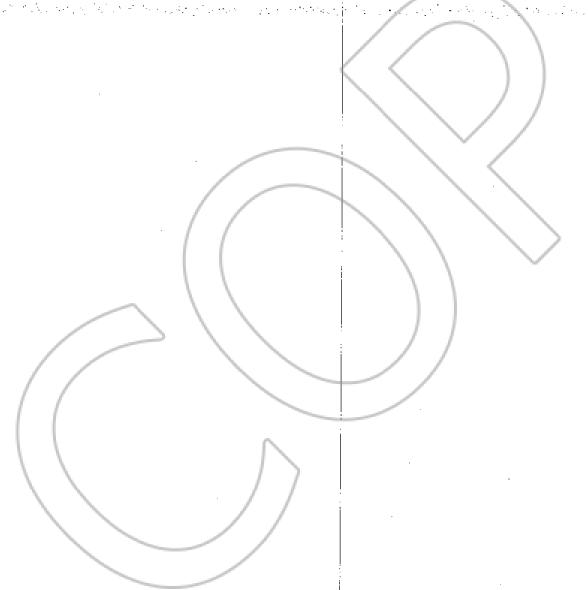
## Schedule A, Continuation Page

ALL THE REAL PROPERTY SITUATE IN THE COUNTY OF DOUGLAS, STATE OF NEVADA, BOUNDED AND DESCRIBED AS FOLLOWS:

LOT 37 OF SIERRA ESTATES, AS PER MAP THEREOF, FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, ON SEPTEMBER 27, 1960, AS DOCUMENT NO. 16665.

BEING THE SAME PROPERTY CONVEYED TO STEVEN D. DAVIS AND NORMA H. DAVIS, HUSBAND AND WIFE, AS JOINT TENANTS BY DEED FROM GARY DANNENHAUER AND SHEILA Y. DANNENHAUER, HUSBAND AND WIFE, WHO ACQUIRED TITLE AS GARY DANNENHAUER, AN UNMARRIED MAN AND SHEILA Y. COX, AN UNMARRIED WOMAN RECORDED 05/16/1988 IN DEED BOOK 588 PAGE 2203, IN THE DOUGLAS COUNTY, NEVADA, RECORDER'S OFFICE.

TAX ID# 1420-06-410-015



NOTE: This Commitment is of no force and effect unless Commitment cover, Schedules A, B-Section 1 and B-Section 2 are attached.

CM-2S / ALTA (6-17-06) Commitment for Title Insurance Schedules Å, BI and BII