DOUGLAS COUNTY, NV

2014-854584

Rec:\$17.00

\$17.00 Pgs=4

12/17/2014 02:05 PM

DOCUMENT PROCESSING SOLUTIONS

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 #: 6818100579XXXX



Real Estate Subordination Agreement

This Real Estate Subordination Agreement ("Agreement") is executed as of 10/28/2014, by Bank of America, N.A. ("Subordinator") having an address of: 4161 Piedmont Parkway Greensboro, NC 27410 in favor of METROPOLITAN HOME MORTGAGE, INC. ("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 02/08/2006, executed by MARLENE L COLLINS AND DANNY N COLLINS, with a property address of: 1382 S RIVERVIEW DRIVE, GARDNERVILLE, NV 89460

which was recorded on 3/2/2006, in Volume/Book 306, Page 461, and Document Number 669015, 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 DANNY N COLLINS, AN UNMARRIED MAN

(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 METROPOLITAN HOME MORTGAGE, INC. in the maximum principal face amount of or not to exceed \$ 175,875.00 (the "Principal Amount") [For North Carolina only – bearing interest and payable as therein provided at the original and/or maximum rate of 4.6250% 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 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.



Bank of America, N.A.

By: Cristie Wiley Date

10/28/2014

Its:

Assistant Vice President



Individual Acknowledgment:

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

On this the Twenty- Eighth day of October, 2014, before me, Vallie Elizabeth Chambers, the undersigned Notary Public, personally appeared Cristie Wiley, 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: 10/28/2015

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- Eighth day of October, 2014, before me, Vallie Elizabeth Chambers, the undersigned Notary Public, personally appeared Cristie Wiley, 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: 10/28/2015

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

CUILFUND GUILFUND

EXHIBIT "A"

The land referred to in this Commitment is situated in the County of Douglas, State of Nevada and is described as follows:

LOT 147, AS SAID LOT IS SHOWN ON THE OFFICIAL PLAT OF GARDNERVILLE RANCHOS UNIT NO. 2, FILED IN THE OFFICE OF THE COUNTY RECORDER OF DOUGLAS COUNTY, NEVADA, ON JUNE 1, 1965, IN BOOK 1 OF MAPS, FILED AS NO. 28309, AND TITLE SHEET AMENDED ON JUNE 4, 1965, AS FILING NO. 28377.

