

DOUGLAS COUNTY, NV

2015-862561

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VANTAGE POINT TITLE

KAREN ELLISON, RECORDER

SUBORDINATION AGREEMENT

WHEN RECORDED MAIL TO:

SPACE ABOVE FOR RECORDERS USE

Bank of America
4161 Piedmont Parkway
NC4-105-01-38
Attn Subordinations
Greensboro NC 27410

This document was prepared by:
Laurie Case
BANK OF AMERICA, N.A.
NC4-105-01-38
4161 Piedmont Parkway
Greensboro, NC 27410

Doc ID No.: 00012531XXXX2005N

ESCROW/CLOSING#:

MERS Phone: 1-888-679-6377

MIN : 100133700011628198

NV191406

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.

Parcel ID: 1320 - 34 - 001 - 023

SUBORDINATION AGREEMENT

This Subordination Agreement ("Agreement") is made this Twenty-third day of March, 2015, by MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC., AS NOMINEE FOR COUNTRYWIDE BANK, N.A. ITS SUCCESSORS AND/OR ASSIGNS ("Subordinating Lender"), a corporation whose address is NC4-105-01-38, 4161 Piedmont Parkway, Greensboro, NC 27410.

WITNESSETH:

WHEREAS, Subordinator is the beneficiary/mortgagee of that certain Deed of Trust/Mortgage ("Security Document") pursuant to that certain Security Document dated 01/26/2006 (the "Senior Lien"), and executed by COLE B LARSON and MARYLOU VASICK LARSON and encumbering that certain real property located at 1601 VIEWMONT COURT, GARDNERVILLE, NV 89410 (address) which is legally described on Exhibit "A" attached hereto and incorporated herein (the "Property"), which Security Document was recorded on 01/31/2006 in Official Records Book 106, Page 10942, as Instrument No. 0666953, of the Official Records of DOUGLAS County, Nevada, as the same may have been or is to be modified prior hereto or contemporaneously herewith.

WHEREAS, NATIONSTAR MORTGAGE, LLC ("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 amount of and/or not to exceed \$201,500.00 ("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 Senior 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

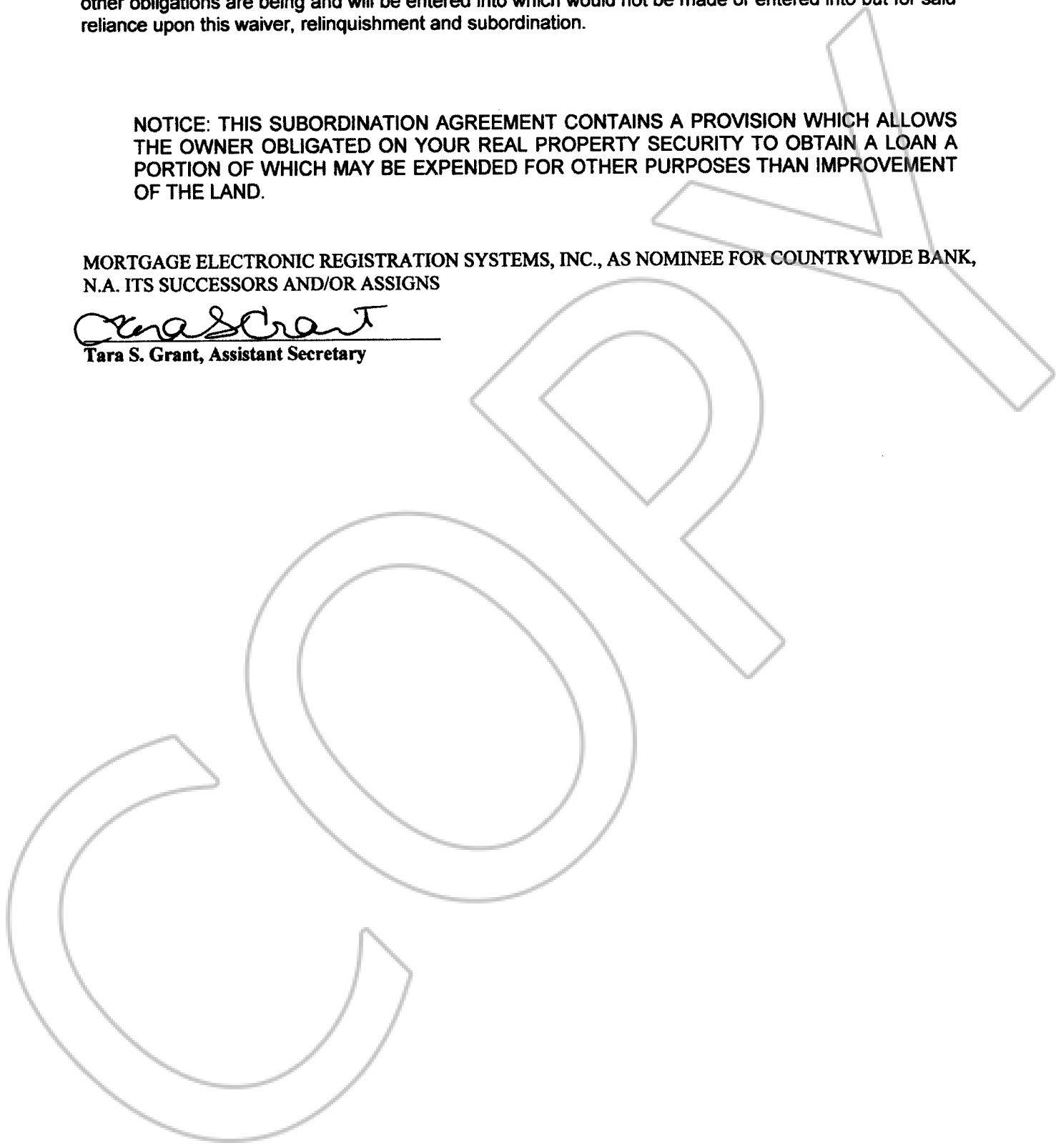
and subordinate specific loans and advances are being and will be made and, specific monetary and other obligations are being and will be entered into which would not be made or entered into but for said reliance upon this waiver, relinquishment and subordination.

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., AS NOMINEE FOR COUNTRYWIDE BANK,
N.A. ITS SUCCESSORS AND/OR ASSIGNS



Tara S. Grant, Assistant Secretary



ALL PURPOSE ACKNOWLEDGMENT

CORPORATE ACKNOWLEDGEMENT

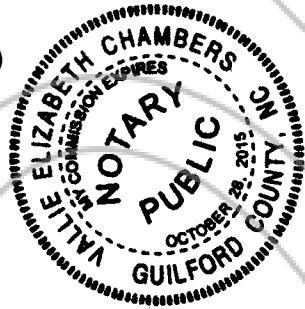
STATE OF NORTH CAROLINA

COUNTY OF GUILFORD

Before me, the undersigned, a Notary Public on this day personally appeared **Tara S. Grant, Assistant Secretary** known to me, to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that the same was the act of the said corporation, and that he or she had executed the same as the act of such corporation for the purpose and consideration therein expressed, and in the capacity therein stated.

Given under my hand and seal of office this 23rd day of **March, 2015**.

(Personalized Seal)



Vallie Elizabeth Chambers

(Notary Public, State of North Carolina)

Vallie Elizabeth Chambers

(Print Name of Notary Public here)

My commission expires **10/28/2015**

Exhibit "A"

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

THOSE PORTIONS IN THE EAST 1/2 OF THE EAST 1/2 OF SECTION 34, LYING
EASTERLY OF THE EAST BANK OF THE ALLERMAN CANAL DIVERSION DITCH
TRAVERSING SAID LANDS AS ESTABLISHED AND EXISTING IN 1978, AND THAT
PORTION OF THE WEST 1/2 OF SECTION 35, ALL IN TOWNSHIP 13 NORTH, RANGE 20
EAST, M.D.B. & M., MORE PARTICULARLY DESCRIBED AS FOLLOWS, TO WIT:

PARCEL 5-B AS SET FORTH UPON THAT PARCEL MAP FOR WAGNER & ASSOCIATES,
INC., RECORDED SEPTEMBER 21, 1983 IN BOOK 983 OF OFFICIAL RECORDS AT PAGE
1789, DOUGLAS COUNTY, NEVADA AS DOCUMENT NO. 87326.

SAID PARCEL MAP BEING A DIVISION OF PARCEL NO. 5, AS SET FORTH ON THAT
CERTAIN RECORD OF SURVEY FOR NEVIS INDUSTRIES, INC., FILED FOR RECORD IN
THE OFFICE OF THE COUNTY RECORDER OF DOUGLAS COUNTY, NEVADA, ON
DECEMBER 23, 1980, AS DOCUMENT NO. 51917, OF OFFICIAL RECORDS.

EXCEPTING THEREFROM COMMENCING AT THE SECTION CORNER COMMON TO
SECTIONS 33 AND 34, TOWNSHIP 13 NORTH, RANGE 20 EAST, AND SECTIONS 3 AND
4, TOWNSHIP 12 NORTH, RANGE 20 EAST, M.D.B. & M.; THENCE NORTH 63 DEGREES
09' 37" EAST, 5,921.63 FEET; THENCE SOUTH 89 DEGREES 50' 50" WEST, 192.03 FEET
TO THE POINT OF BEGINNING; THENCE CONTINUING SOUTH 89 DEGREES 50' 50"
WEST, 359.36 FEET; THENCE NORTH 51 DEGREES 32' 15" WEST, 193.94 FEET; THENCE
SOUTH 79 DEGREES 40' 25" EAST, 405.77 FEET; THENCE SOUTH 67 DEGREES 15' 58"
EAST, 121.46 FEET TO THE POINT OF BEGINNING, AS SET FORTH IN LOT LINE
ADJUSTMENT DEED RECORDED ON NOVEMBER 7, 1983 IN BOOK 1183 AT PAGE 667,
AS DOCUMENT NO. 90561 AND RE-RECORDED ON NOVEMBER 29, 1983, IN BOOK
1183 AT PAGE 2769, AS DOCUMENT NO. 91578, OFFICIAL RECORDS. SAID PARCEL OF
LAND BEING A PORTION OF PARCEL 5-B AS SET FORTH UPON THAT PARCEL MAP
FOR WAGNER & ASSOCIATES, INC., RECORDED SEPTEMBER 21, 1983 IN BOOK 983
OF OFFICIAL RECORDS AT PAGE 1789, DOUGLAS COUNTY, NEVADA AS DOCUMENT
NO. 87326, AND CERTIFICATES OF AMENDMENT RECORDED ON OCTOBER 7, 1983,
IN BOOK 1083, AT PAGE 674, AS DOCUMENT NO. 88426, AND ON MAY 1, 1984, IN
BOOK 584 AT PAGE 120, AS DOCUMENT NO. 100270.

BEING THAT SAME PROPERTY CONVEYED TO COLE B. LARSON AND MARYLOU
VASICK LARSON, HUSBAND AND WIFE AS JOINT TENANTS BY DEED FROM COLE B.
LARSON, A MARRIED MAN WHO ACQUIRED TITLE AS AN UNMARRIED MAN DATED
MARCH 23, 2004 AND RECORDED MARCH 29, 2004 IN BOOK 304, PAGE 13945 IN THE
OFFICE OF THE REGISTER OF DEEDS IN AND FOR DOUGLAS COUNTY, NEVADA.

PARCEL ID: 1320-34-001-023

COMMONLY KNOWN AS: 1601 VIEWMONT COURT, GARDNERVILLE, NV 89410