

DOUGLAS COUNTY, NV

2015-872260

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11/05/2015 09:11 AM

TITLE SOURCE, INC.

KAREN ELLISON, RECORDER

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

After recording return to:
Bank of America Collateral Tracking
4161 Piedmont Parkway
Greensboro, NC 27410
Account #: 6818100562XXXX

Bank of America



60902664
3206777

Real Estate Subordination Agreement

This Real Estate Subordination Agreement ("Agreement") is executed as of 10/23/2015, by Bank of America, N.A. ("Subordinator") having an address of:

4161 Piedmont Parkway
Greensboro, NC 27410

in favor of MORTGAGE ELECTRONIC REGISTRATION SYSTEMS INC. AS NOMINEE FOR QUICKEN LOANS INC. ISAOA ("Junior Lien Holder"), having an address for notice purposes of:

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 01/06/2006, executed by NYLS G. ROTHFUSZ AND DAWN R. CALDWELL, MARRIED TO EACH OTHER, with a property address of: 1366 GUINNESS WAY, GARDNERVILLE, NV 89410

which was recorded on 1/23/2006, in Volume/Book 106, Page 7034, and Document Number N/A, and if applicable, modified on 12/13/2007, in Volume/Book 1207, Page 2749, 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 NYLS G. ROTHFUSZ AND DAWN R. CALDWELL, MARRIED TO EACH OTHER

(for use in AR, AZ, CO, IA, IL, KS, MD, MN, MO, NC, NM, NV, 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 MORTGAGE ELECTRONIC REGISTRATION SYSTEMS INC. AS NOMINEE FOR QUICKEN LOANS INC. ISAOA in the maximum principal face amount of \$ 215,800.00 (the "Principal Amount") **[For North Carolina only – bearing interest and payable as therein provided at the maximum rate of 4.2500% 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.

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

Bank of America, N.A.

By: Deborah Brown
Its: Vice President

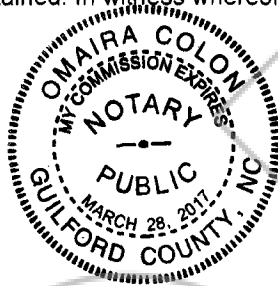
10/23/2015
Date



Individual Acknowledgment:

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

On this the Twenty-Third day of October, 2015, before me, Omaira Colon, the undersigned Notary Public, personally appeared Deborah Brown, 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.



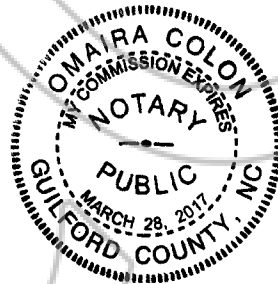
Omaira Colon
Signature of Person Taking Acknowledgment
Commission Expiration Date: 03/28/2017

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, 2015, before me, Omaira Colon, the undersigned Notary Public, personally appeared Deborah Brown, the Vice President of Bank of America, N.A and that (s)he, as such 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 Vice President. In witness whereof I hereunto set my hand and official seal.



Omaira Colon
Signature of Person Taking Acknowledgment
Commission Expiration Date: 03/28/2017

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

EXHIBIT B RECORDING / ESCROW / TITLE INSTRUCTIONS

TO: QUICKEN LOANS INC ISAOA 635 WOODWARD AVE LATASHA CLARK DETROIT, MI 48226	DATE: October 23, 2015
Attention: ORIGINAL DOCS SUB TEAM PHONE #: 313-373-9674	SUB #: 297459
CUSTOMER NAME: NYLS ROTHFUSZ	CUSTOMER LOAN #: 6818100562XXXX LOAN AMOUNT: \$0.00 LINE AMOUNT: \$56,600.00

We have agreed to subordinate to the following:

Lender:	MORTGAGE ELECTRONIC REGISTRATION SYSTEMS INC. AS NOMINEE FOR QUICKEN LOANS INC. ISAOA
Amount not to Exceed:	\$215,800.00
Term:	360
Vesting:	NYLS G. ROTHFUSZ AND DAWN R. CALDWELL, MARRIED TO EACH OTHER
Conditions:	Conditions

Additional Requirements:

1. It is the responsibility of the requestor, title company and/or new lender to record the enclosed documents upon close of escrow.
2. Property and supplemental taxes paid current.
3. NO ADDITIONS OR ALTERATIONS ALLOWED TO SUBORDINATION AGREEMENT. ANY ADDITIONS OR ALTERATIONS MAY VOID AGREEMENT. ***Exception: Permission to add the Lender Address to the Subordination Agreement if required by the Lender. Contact Bank of America immediately at (866) 384-2124 to option 1 to have instructions immediately faxed to you regarding how to obtain a revised document.
4. The Subordinations Unit provides only the subordination agreement. Please call customer service for all other information regarding the Bank of America line of credit.
5. Escrow / Title Instructions are **CANCELLED** if new 1st mortgage loan not funded **within 90 days**. Subordination Agreement should be returned to Bank of America.
6. The Bank of America subordination document uses the term "senior" and "junior" to refer to the recording positions of the liens in question. Noting this, the document is formatted to reflect several things happening at once.
 - The current first mortgage is to be paid off and satisfied, which moves the Bank of America lien to the "senior" position.
 - The new first mortgage is recorded behind the Bank of America lien in the "junior" position.
 - The Subordination Agreement is recorded, which is Bank of America's agreement to **subordinate its lien** to the new first mortgage (move the "senior" to "junior" position).
 - Therefore, "Junior" on the 2nd page of the subordination agreement is referring to the new first mortgage and not Bank of America's line of credit. The line of credit amount will not be shown on the subordination agreement.
 - The subordination agreement is acceptable in the courthouse as formatted. No additional verbiage will be added.
7. A principal reduction may be required on account # 6818100562XXXX. If a recordable MOD is received in conjunction with the LOC reduction, the MOD is not to be recorded until the proceeds (if applicable) is applied to the LOC balance; balance not to exceed new credit limit of \$ 56,600.00.

SEND Principle Reduction Payments to:

(**) (**) Bank of America
TX1-160-06-19 Attn: Payoff Dept
1950 N Stemmons FWY
Suite 6020 Dallas Infomart
Dallas, TX 75207

*****Please ensure the check is notated to be a Principal Payment Only*****

8. If escrow is canceled, agreement must be returned to reinstate original limit.

Prepared by:	Subordinations Unit Greensboro NC	
For inquires:	Home Equity Lines or Credit (HELOC) or Home Equity Loan (HELOAN) with account numbers of 10 digits or less	800-669-5864
	Home Equity Lines of Credit (HELOC) with account number of 14 digits beginning with 68 and ending with 99	800-934-5626



EXHIBIT A - LEGAL DESCRIPTION

Tax Id Number(s): 132033716033

Land Situated in the County of Douglas in the State of NV

LOT 33, BLOCK B, AS SET FORTH ON FINAL SUBDIVISION MAP NO. 1006-8 FOR CHICHESTER ESTATES, PHASE 8, FILED IN THE OFFICE OF THE COUNTY RECORDER OF DOUGLAS COUNTY, NEVADA AND RECORDED JUNE 12, 2001 IN BOOK 0601, PAGE 2589, AS DOCUMENT NO. 516199.

THE PROPERTY ADDRESS AND TAX PARCEL IDENTIFICATION NUMBER LISTED ARE PROVIDED SOLELY FOR INFORMATIONAL PURPOSES.

Commonly known as: 1366 Guinness Way , Gardnerville, NV 89410