

DOUGLAS COUNTY, NV

2016-875527

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DOCUMENT PROCESSING SOLUTIONS INC.

KAREN ELLISON, RECORDER

APN:1220-10-301-018

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 #: 6818900024XXX
Sub#:

Bank of America



Real Estate Subordination Agreement

This Real Estate Subordination Agreement ("Agreement") is executed as of 11/13/2015, by Bank of America, N.A. ("Subordinator") having an address of:
4161 Piedmont Parkway
Greensboro, NC 27410
in favor of CARDINAL FINANCIAL COMPANY, L.P., ISAOA/TIMA ("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 05/19/2006, executed by HETTRICK FAMILY TRUST, LYNN HETTRICK AND ARLA HETTRICK, with a property address of: 1475 GLENWOOD DR, GARDNERVILLE, NV 89460

which was recorded on 10/6/2006, in Volume/Book N/A, Page N/A, and Document Number 0685850, 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 LYNN C. HETTRICK AND ARLA P. HETTRICK

(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 CARDINAL FINANCIAL COMPANY, L.P., ISAOA/ATIMA in the maximum principal face amount of \$ 383,000.00 (the "Principal Amount") **[For North Carolina only – bearing interest and payable as therein provided at the maximum rate of 3.8750% 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: Kathy Clark
Its: Vice President

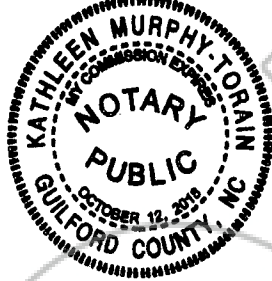
11/13/2015
Date



Individual Acknowledgment:

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

On this the Thirteenth day of November, 2015, before me, Kathleen Murphy-Torain, the undersigned Notary Public, personally appeared Kathy Clark, 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.



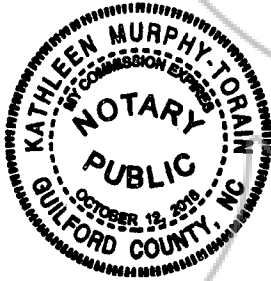
Kathleen Murphy-Torain
Signature of Person Taking Acknowledgment
Commission Expiration Date: 10/12/2018

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 Thirteenth day of November, 2015, before me, Kathleen Murphy-Torain, the undersigned Notary Public, personally appeared Kathy Clark, 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.



Kathleen Murphy-Torain
Signature of Person Taking Acknowledgment
Commission Expiration Date: 10/12/2018

Exhibit A

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

THAT PORTION OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 10, TOWNSHIP 12 NORTH, RANGE 20 EAST, M.D.B. & M., DESCRIBED AS FOLLOWS:

PARCEL 1:

PARCEL NO. 3 AS SET FORTH ON THAT CERTAIN PARCEL MAP FILED FOR RECORD FEBRUARY 22, 1977, AS DOCUMENT NO. 07057, OFFICIAL RECORDS OF DOUGLAS COUNTY, STATE OF NEVADA.

EXCEPTING THEREFROM A PORTION OF THE SOUTH 1/2 OF SECTION 10, TOWNSHIP 12 NORTH, RANGE 20 EAST, M.D.B. & M., ALSO BEING A PORTION OF PARCEL 3 OF A PARCEL MAP FOR DR. CARL SCHMIDT, RECORDED IN BOOK 277, PAGE 949 AS DOCUMENT NO. 07057, AND A PORTION OF THE LAND DESCRIBED IN DEED RECORDED IN BOOK 477, PAGE 453, AS DOCUMENT NO. 06326, ALL OFFICIAL RECORDS OF THE COUNTY OF DOUGLAS, STATE OF NEVADA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF SAID PARCEL NO. 3; THENCE NORTHERLY ALONG THE WESTERLY LINE OF SAID PARCEL, NORTH 12°53'26" EAST, 166.18 FEET; THENCE NORTH 58°33'51" EAST, 6.49 FEET; THENCE NORTH 68°37'44" EAST, 44.63 FEET TO THE SOUTHWEST CORNER OF LOT 18, COUNTRY CLUB ESTATES, AS SAID SUBDIVISION IS RECORDED IN BOOK 51, PAGE 377, RECORDS OF DOUGLAS COUNTY; THENCE NORTHERLY ALONG THE WESTERLY LINE OF SAID LOT 18, NORTH 8°50'51" EAST, 100.00 FEET; THENCE SOUTH 0°52'00" WEST, 93.35 FEET TO A POINT ON THE SOUTHERLY LINE OF SAID LOT 18; THENCE EASTERLY AND NORTHERLY ALONG SAID SOUTHERLY LINE, NORTH 68°37'44" EAST, 20.29 FEET; THENCE NORTH 39°58'01" EAST, 199.60 FEET; THENCE SOUTH 12°09'57" EAST, 306.91 FEET TO A POINT ON THE SOUTHERLY LINE OF SAID PARCEL NO. 3; THENCE WESTERLY ALONG SAID SOUTHERLY LINE, SOUTH 79°16'00" WEST, 309.04 FEET TO THE POINT OF BEGINNING.

PARCEL 2:

A PARCEL OF LAND BEING A PORTION OF LOT 17, COUNTRY CLUB ESTATES SUBDIVISION, LOCATED IN THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 10, TOWNSHIP 12 NORTH, RANGE 20 EAST, M.D.B. & M., DOUGLAS COUNTY, NEVADA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF SAID LOT 17, PROCEED SOUTH 20°57'10" WEST, 171.37 FEET TO THE SOUTHEAST CORNER OF SAID LOT 17; THENCE NORTH 56°14'49" WEST, 40.00 FEET, ALONG THE SOUTHERLY BOUNDARY OF LOT 17, TO A POINT; THENCE NORTH 74°36" WEST, ALONG THE SOUTHERLY BOUNDARY OF LOT 17, 11.05 FEET, TO THE SOUTHWEST CORNER OF THE HEREIN DESCRIBED RIGHT-OF-WAY; THENCE NORTH 20°57'10" EAST, 163.58 FEET TO THE NORTHWEST CORNER OF THE HEREIN DESCRIBED RIGHT-OF-WAY; THENCE SOUTH 69°02'50" EAST, 50.00 FEET, ALONG THE SOUTHERLY BOUNDARY OF GLENWOOD DRIVE, TO THE TRUE POINT OF BEGINNING.

Parcel ID: 1220-10-301-018

Commonly known as 1475 Glenwood Drive, Gardnerville, NV 89460
However, by showing this address no additional coverage is provided

