

DOUGLAS COUNTY, NV

2016-883178

Rec:\$17.00

\$17.00 Pgs=4

06/24/2016 08:24 AM

SERVICELINK EAST

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 #: 6818100519XXXX

Q 19689067

**Bank of America**



### Real Estate Subordination Agreement

This Real Estate Subordination Agreement ("Agreement") is executed as of 07/15/2015, by Bank of America, N.A. ("Subordinator") having an address of:  
4161 Piedmont Parkway  
Greensboro, NC 27410  
in favor of CITIBANK, N.A. ("Junior Lien Holder"), having an address for notice purposes of:

### ~~Record Concurrently~~

**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 08/22/2005, executed by MICHAEL R. CAGINIA AND LYNNE CAGINIA, with a property address of: 1363 WESTMINSTER PL, GARDNERVILLE, NV 89410

which was recorded on 9/30/2005, in Volume/Book 0905, Page 12676, and Document Number 0656456, 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 MICHAEL R. CAGINIA AND LYNNE CAGINIA

(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 CITIBANK, N.A. in the maximum principal face amount of \$ 109,940.00 (the "Principal Amount") **[For North Carolina only – bearing interest and payable as therein provided at the 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

*Recorded 7-31-15 ROC 2015-867101*

**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

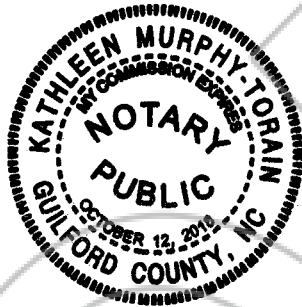
07/15/2015  
Date



**Individual Acknowledgment:**

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

On this the Fifteenth day of July, 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.



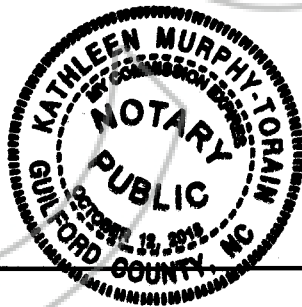
Kathleen Murphy-Torain  
Signature of Person Taking Acknowledgment  
Commission Expiration Date: 10/12/2018

**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 Fifteenth day of July, 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

Order No.: **19689067**  
Loan No.: 001124152435

## Exhibit A

The following described property:

All that real property situated in the County of Douglas State of Nevada, bounded and described as follows:

Lot 28, Block C, as set forth on Final Subdivision Map No. 1006-9 for Chichester Estates, Phase 9, filed in the office of the County Recorder of Douglas County, Nevada on November 27, 2001 in Book 1101 of Official Records, Page 7916, as Document No. 528504.

Assessor's Parcel No: 1320-33-717-039