

DOUGLAS COUNTY, NV

2016-884140

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07/11/2016 12:56 PM

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 #: 6818900199XXXX
Sub#: 303208

61760592-
3545525-

Bank of America



Real Estate Subordination Agreement

This Real Estate Subordination Agreement ("Agreement") is executed as of 06/01/2016, 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. ("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 02/08/2008, executed by KEVIN S. KIRKEBY AND ELLEN S. GLENN, with a property address of: 3407 SMOKETREE AVE, CARSON CITY, NV 89705

which was recorded on 02/26/2008, in Volume/Book 0208, Page 6059, and Document Number 0718618, and if applicable, modified on N/A, 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 KEVIN S. KIRKEBY AND ELLEN S. GLENN

(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. in the maximum principal face amount of or not to exceed \$ 168,877.00 (the "Principal Amount") **[For North Carolina only – bearing interest and payable as therein provided at the maximum rate of 3.5000% for a period not to exceed 180.00 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

RD: 07/08/2016; Instrument No: 2016-883944;

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

06/01/2016
Date



Individual Acknowledgment:

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

On this the First day of June, 2016, before me, Vallie Elizabeth Chambers, 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.

VALLIE ELIZABETH CHAMBERS
Notary Public
Guilford Co., North Carolina
My Commission Expires Oct. 28, 2020

Vallie Elizabeth Chambers
Signature of Person Taking Acknowledgment
Commission Expiration Date: 10/28/2020

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 First day of June, 2016, before me, Vallie Elizabeth Chambers, 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.

VALLIE ELIZABETH CHAMBERS
Notary Public
Guilford Co., North Carolina
My Commission Expires Oct. 28, 2020

Vallie Elizabeth Chambers
Signature of Person Taking Acknowledgment
Commission Expiration Date: 10/28/2020

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

EXHIBIT A - LEGAL DESCRIPTION

Tax Id Number(s): 142007816025

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

LOT 19 IN BLOCK O, AS SET FORTH ON THAT CERTAIN FINAL MAP OF SUNRIDGE HEIGHTS PHASES 7B AND 9 FINAL MAP, A PLANNED UNIT DEVELOPMENT, RECORDED IN THE OFFICE OF DOUGLAS COUNTY, RECORDER ON SEPTEMBER 5, 1995 IN BOOK 995, PAGE(S) 410 AS DOCUMENT NUMBER 369825, AND BY CERTIFICATE OF AMENDMENT RECORDED AUGUST 14, 1996, IN BOOK 896, PAGE 2588, AS DOCUMENT NO. 394289.

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

Commonly known as: 3407 Smoketree Ave , Carson City, NV 89705-6014