

DOUGLAS COUNTY, NV

2016-892313

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STEWART TITLE GUARANTY - NON CA LOANS

KAREN ELLISON, RECORDER

## SUBORDINATION AGREEMENT

WHEN RECORDED MAIL TO:

SPACE ABOVE FOR RECORDERS USE

FL9-700-04-75/Collateral Receipt  
9000 Southside Blvd.  
Jacksonville, FL 32256

This document was prepared by:  
Zachary Mbugua  
BANK OF AMERICA. N.A.  
6400 Legacy Drive  
Plano, TX 75024

LOAN #:

ESCROW/CLOSING#: 267E1649162368249023982N86099

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.

### SUBORDINATION AGREEMENT

This Subordination Agreement ("Agreement") is made this Seventh day of December, 2016, by **Bank of America, N.A. ("Subordinator")** whose address is **101 South Tryon Street, Charlotte, NC 28255**.

**WITNESSETH:**

**WHEREAS**, Subordinator is the beneficiary/mortgagee/grantee of that certain Deed of Trust/Mortgage/Security Deed ("Security Document") pursuant to that certain Security Document dated 01/16/2008 (the "Senior Lien"), and executed by PATRICIA L BROWN and KENNETH A BROWN (together, the "Owner") and encumbering that certain real property located at 1960 LACEY CT, RANCHO CORDOVA, CA 95670 AKA 1960 LACEY CT, GARDENVILLE, NV 89410 (address) which is legally described on Exhibit "A" attached hereto and incorporated herein (the "Property"), which Security Document was recorded on 02/07/2008 in Official Records Book NA, Page NA, as Instrument No. 0717670, of the Official Records of DOUGLAS County, NV, as the same may have been or is to be modified prior hereto or contemporaneously herewith.

**WHEREAS, Bank of America, N.A.** ("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 maximum principal face amount not to exceed \$116000.00 ("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.

BANK OF AMERICA, N.A.

*Cheryl Blake*  
Cheryl Blake, Assistant Vice President

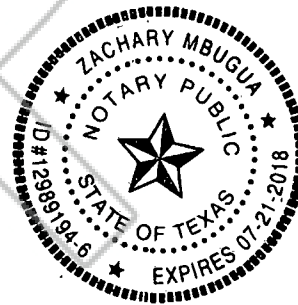
STATE OF TEXAS  
COUNTY OF COLLIN

This Instrument was acknowledged before me on 12/07/2016 by **Cheryl Blake**, of BANK OF AMERICA, N.A., a National Association, on behalf of said National Association.

*Zachary Mbugua*  
Notary Public

Print Name: Zachary Mbugua

My Commission Expires: 07/21/18



## EXHIBIT A

### LEGAL DESCRIPTION:

SITUATED IN COUNTY OF DOUGLAS, STATE OF NEVADA, AND DESCRIBED AS FOLLOWS,  
TO-WIT:

ALL THAT CERTAIN REAL PROPERTY SITUATE IN THE COUNTY OF DOUGLAS, STATE OF  
NEVADA, MORE PARTICULARLY DESCRIBED AS FOLLOWS: PARCEL 1, AS SET-FORTH ON  
PARCEL MAP FOR ARTHUR G. ARP AND BARBARA L. ARP, FILED FOR RECORDED IN THE  
OFFICE OF THE COUNTY RECORDER ON DECEMBER 16, 2003, IN BOOK 1203, PAGE 6866, AS  
DOCUMENT NO. 599648.

BEING THAT PARCEL OF LAND CONVEYED OR ASSIGNED TO KENNETH A. BROWN AND  
PATRICIA L. BROWN, TRUSTEES OF THE BROWN FAMILY  
2009 TRUST FROM OWNER OF RECORD BY DATED 02/04/2009 AND RECORDED 02/09/2009 IN  
DEED INSTRUMENT 0737332 OF THE DOUGLAS COUNTY, NEVADA PUBLIC REGISTRY.

PARCEL NO. 1220-24-701-036

LOAN #: 267491623

ORDER #: 1600618965