

DOUGLAS COUNTY, NV

2017-899951

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06/14/2017 12:38 PM

REAL ADVANTAGE LLC D/B/A ORANGE COAST

KAREN ELLISON, RECORDER

APN \_\_\_\_\_

APN \_\_\_\_\_

APN 1420 34 201 027

FOR RECORDER'S USE ONLY

REAL ESTATE SUBORDINATION AGREEMENT  
TITLE OF DOCUMENT

I, the undersigned, hereby affirm that the attached document, including any exhibits, hereby submitted for recording does not contain personal information of any person or persons. (NRS 239B.030)

I, the undersigned, hereby affirm that the attached document, including any exhibits, hereby submitted for recording does contain personal information of a person or persons as required by law. State specific law: \_\_\_\_\_

*Shannon Taylor*  
Signature

Shannon Taylor Recorder  
Print Name & Title

WHEN RECORDED MAIL TO:

Orange Coast Lender Services

1000 Commerce Drive, Ste 520

Pittsburgh, PA 15275

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 #: 6818900113XXXX  
Sub#: 311827

**Bank of America**



1420-34-201-027

### Real Estate Subordination Agreement

This Real Estate Subordination Agreement ("Agreement") is executed as of 05/10/2017, by BANK OF AMERICA, N.A. ("Subordinator") having an address of: 4161 Piedmont Parkway, Greensboro NC 27410. in favor of M AND T BANK ("Junior Lien Holder"),

**Whereas**, Subordinator is the beneficiary/mortgagee/grantee under the indebtedness described in and secured by a security instrument (deed of trust, mortgage or security deed) dated 02/24/2007, executed by KEVIN E. ADAMS AND VIRGINIA E. ADAMS, HUSBAND AND WIFE, with a property address of: 2701 GORDON AVE, MINDEN, NV 89423 which was recorded on 03/22/2007, in Volume/Book 0307, Page 7073, and Document Number 0697545, 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 E. ADAMS AND VIRGINIA E. ADAMS, HUSBAND AND WIFE (jointly and severally, "Borrower"), to be secured by, without limitation, either a deed of trust, mortgage or security deed (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 M AND T BANK in the maximum principal face amount of or not to exceed \$ 285,400.00 (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

**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.

BANK OF AMERICA, N.A.

By: Kathy Clark  
Its: Vice President

05/10/2017  
Date



**Individual Acknowledgment:**

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

On this the Tenth day of May, 2017, before me, Loretta M. Saunders, 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.

**LORETTA M. SAUNDERS**  
Notary Public  
Guilford Co., North Carolina  
My Commission Expires April 6, 2019

Loretta M. Saunders  
Signature of Person Taking Acknowledgment  
Commission Expiration Date: 04/06/2019

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 Tenth day of May, 2017, before me, Loretta M. Saunders, 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.

**LORETTA M. SAUNDERS**  
Notary Public  
Guilford Co., North Carolina  
My Commission Expires April 6, 2019

*Loretta Saunders*  
**Signature of Person Taking Acknowledgment**  
Commission Expiration Date: 04/06/2019

## EXHIBIT A

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

Beginning at the 1/4 corner common to Section 33 and 34, Township 14 North, Range 20 East, M.D.B. & M., thence North 89 degrees 55' 20" East, 1321.70 feet to the true point of beginning; thence North 0 degrees 02' 47" East, 171.00 feet; thence North 89 degrees 55' 20" East, 355.00 feet; thence South 0 degrees 02' 47" West, 171.00 feet; thence South 89 degrees 55' 20" West, 355.00 feet to the true point of beginning, and being a portion of the West 1/2 of the Southeast 1/4 of the Northwest 1/4 of Section 34, Township 14 North, Range 20 East, M.D.B. & M.

Being the same property conveyed to Kevin E. Adams and Virginia E. Adams, husband and wife, in deed dated 6/15/2005, recorded 6/30/2005, in instrument #0648269, in the County of Douglas and State of Nevada.

More commonly known as: 2701 Gordon Avenue, Minden, Nevada 89423

Parcel/tax id: 1420-34-201-027