

Official Record

Recording requested By  
US RECORDINGS, INC.

Lincoln County - NV  
Leslie Boucher - Recorder

Fee: \$17.00 Page 1 of 4  
RPTT: Recorded By: DP  
Book- 246 Page- 0478

APN # 00415130



Recording Requested by and Return to:

US Recordings, Inc.  
2925 Country Drive  
St. Paul, MN 55117

Real Estate Subordination Agreement

(Title of Document)

Record and ④  
75327210-02

I the undersigned hereby affirm that this document submitted for recording does not contain the social security number of any person or persons. (Per NRS 239B.030)

Signed Pang Yang

Printed Name: Pang Yang

This page added to provide additional information required by NRS 111.312 Sections 1-4.

(Additional recording fee applies).

This cover page must be typed or printed clearly in black ink only.



**Real Estate Subordination Agreement  
(Bank of America to Bank of America)**

PARCEL TAX MAP ID NO. 00415130

This instrument was prepared by  
~~and after recording returned to:~~  
**Bank of America, N.A. Collateral Tracking**  
**9000 Southside Blvd., Bldg 700**  
**Jacksonville, FL 32256**  
Loan Account being subordinated#: 68181006338799

CRESS/HFS File No. 6769340  
New Senior Loan Acct # 6244721996

This Real Estate Subordination Agreement ("Agreement") is executed as of November 20, 2008, by Bank of America, N.A., having an address of 21000 NW Evergreen Pkwy, Hillsboro, OR 97124-7121 ("Subordinator"), in favor of Bank of America, N.A., having an address for notice purposes of: Bank of America, 4161 Piedmont Parkway, Greensboro, NC 27410 ("Bank of America, N.A."),

**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 5/28/2008 executed by ROBERT E DAVIE AND KATHRYN DAVIE, HUSBAND AND WIFE, AS JOINT TENANTS WITH RIGHT OF SURVIVORSHIP and which is recorded on 6/10/2008 in Instrument No. 0131713, and if applicable, of the land or torrens records of Lincoln County, State of NV as same may have been or is to be modified prior hereto or contemporaneously herewith (the "Senior Lien"), encumbering the land described in 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

*Exhibit "A" attached.*

**Whereas**, Bank of America has been requested to make a loan, line of credit or other financial accommodation to ROBERT E DAVIE AND KATHRYN DAVIE, HUSBAND AND WIFE (jointly and severally, "Borrower"), to be secured by, without limitation, either a deed or 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 the Bank of America in the maximum principal face amount of \$ 103,148.00 (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 Bank of America and Borrower shall determine; and

**Now, Therefore**, for valuable consideration, Subordinator hereby subordinates the Senior Lien to Bank of America's Junior Lien, subject to the terms of this Agreement. The Subordinator's Senior Lien is subordinated to Bank of America's Junior Lien only to the extent of the Principal Amount of the Obligation 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 Bank of America's rights in the Property or foreclosure. All other rights of Subordinator now or hereafter existing in or with respect to the Senior Lien, are and shall remain completely and unconditionally subordinate, to the Junior Lien and the rights of Bank of America 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 Bank of America 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.

Date : 11/20/2008

By: *Elizabeth Mitchell*

Witnesses (as required)

Printed name: Elizabeth Mitchell

Title: Vice President

Printed Name:

Printed Name:

State of MISSOURI  
City of St. Louis

**Bank of America Acknowledgement**

On this the 20th day of November, 2008, before me, Carl A Cameron the undersigned officer, personally appeared Elizabeth Mitchell who, being duly sworn by me, acknowledged him/herself to be 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 purpose 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.  
(SEAL)

*Carl A Cameron*

Carl A Cameron  
Notary Public Notary Seal  
State of Missouri County of Saint Louis  
City  
My Commission Expires 06/07/2010  
Commission #06897271

Signature of Person Taking Acknowledgement  
Printed name: Carl A Cameron  
Commission Expiration Date: 6-7-2010  
1831 Chestnut St., 6<sup>th</sup> Fl  
St. Louis, MO 63103

The following states must have Trustee sign Subordination Agreement: DC and VA.



## EXHIBIT "A"

**THE REAL PROPERTY SITUATE IN THE COUNTY OF LINCOLN, STATE OF NEVADA, DESCRIBED AS FOLLOWS:**

**PARCEL NOS. 8-3, AS SHOWN ON PARCEL MAP FOR MARY S. AND GERALD H. WILSON, FILED IN THE OFFICE OF THE COUNTY RECORDER OF LINCOLN COUNTY ON DECEMBER 21, 1987, IN BOOK A OP PLATS, PAGE 280, AS FILE NO. 88151, LOCATED IN A PORTION OF THE NORTH HALF (N 1/2) OF THE SOUTHWEST QUARTER (SW 1/4) OF THE NORTHWEST QUARTER (NW 1/4) OF THE SOUTHWEST QUARTER (SW 1/4) OF SECTION 5, TOWNSHIP 7, SOUTH, RANGE 61 EAST, M.D.B. AND M.**

**Being that parcel of land conveyed to Robert E. Davie and Kathryn Davie, husband and wife from Matrix Capital Bank by that deed dated 08/14/2007 and recorded 08/27/2007 in Instrument No. 0129763 of the Lincoln County, NV Public Registry.**

**Tax Map Reference: 00415130**



7150 12/15/2008 \*U00394453\* 75327210/2