

Official Record

Recording requested By  
FIRST AMERICAN TITLE INSURANCE CO

Lincoln County - NV  
Leslie Boucher - Recorder

Fee: \$19.00 Page 1 of 6  
RPTT: Recorded By: LB  
Book- 257 Page- 0534

APN# 012-060-39



I hereby affirm that this document does not  
Contain the social security number of person(s).  
As required by law: NRS 239B.030  
(source of law or rule)

Signed Rita Munns  
Print name: Rita Munns Agent

RECORDING REQUESTED BY and RETURN TO:

NAME: First American Lenders Advantage  
ADDRESS: 1100 Superior Ave Suite# 200  
CITY/STATE/ZIP: Cleveland OH 44114  
ATTENTION: NR

ORDER # 42472658

(TITLE OF DOCUMENT)

Subordination Agreement

This cover page must be typed or printed in black ink  
Additional \$1.00 charged for recording cover page



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6505304 **SUBORDINATION AGREEMENT**

WHEN RECORDED ~~DATE~~

SPACE ABOVE FOR RECORDERS USE

MSN SV-79/ DOCUMENT CONTROL DEPT.  
P.O. BOX 10266  
VAN NUYS CALIFORNIA 91410-0266

LOAN #: 68189001846699

ESCROW/CLOSING#: 219653582

NOTICE: THIS SUBORDINATION AGREEMENT RESULTS 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 is made this Twenty-sixth day of July, 2010, by **Bank of America, N.A. ("Subordinated Lienholder")**, with a place of business at **4500 PARK GRANADA, CALABASAS, CA 91302-1613**.

WHEREAS, MARK R WADSWORTH and KELLY WADSWORTH executed and delivered to Subordinated Lienholder, a Deed of Trust/Mortgage (the "**Existing and Continuing Security Instrument**") in the sum of \$50000.00 dated 11/15/2007, and recorded in Book Volume 237, Page 0720-0733, as Instrument No. 0130631, in the records of LINCOLN County, State of NV, as security for a loan (the "**Existing and Continuing Loan**"), which Existing and Continuing Security Instrument is a valid and existing lien on the real property located at 3000 FREHNER RANCH RD PIOCHE, NV 89043 and further described on Exhibit "A," attached.



WHEREAS, KELLY WADSWORTH and MARK R WADSWORTH ("**Borrower**") executed and delivered to **Bank of America, N.A. ("Lender")**, a deed of trust/mortgage in the principal amount not to exceed \$147175.00, which deed of trust/mortgage (the "**New Security Instrument**") is intended to be recorded herewith in the records of LINCOLN County, State of NV as security for a loan (the "**New Loan**");

WHEREAS, it is a condition precedent to obtaining the New Loan that the lien of the New Loan shall unconditionally be and remain at all times a lien or charge upon the land hereinbefore described, prior and superior to the lien of the Existing and Continuing Loan; and

WHEREAS, Lender is willing to make said loan provided the lien securing the New Loan is a lien or charge upon the described property prior and superior to the lien of the Existing and Continuing Loan and provided that Subordinating Lender will specifically and unconditionally subordinate the lien of the Existing and Continuing Loan to the lien of the New Loan; and

WHEREAS, it is to the mutual benefit of the parties hereto that Lender make such a loan to Borrower; and Subordinating Lender is willing that the lien securing the New Loan shall, when recorded, constitute a lien or charge upon said land which is unconditionally prior and superior to the lien securing the Existing and Continuing Loan.

NOW, THEREFORE, in consideration of the mutual benefits accruing to the parties hereto and other valuable consideration, the receipt and sufficiency of which consideration is hereby acknowledged, and in order to induce Lender to make the loan above referred to, it is hereby declared, understood and agreed as follows:

(1) That the New Security Instrument, and any renewals or extensions thereof, shall unconditionally be and remain at all times a lien or charge on the property therein described, prior and superior to the Existing and Continuing Security Instrument.

(2) That Lender would not make the New Loan without this subordination agreement.

(3) That this agreement shall be the whole and only agreement with regard to the subordination of the Existing and Continuing Security Instrument to the New Security Instrument and shall supersede and cancel, but only insofar as would affect the priority between the security instruments hereinbefore specifically described, any prior agreements as to such subordination including, but not limited to, those provisions, if any, contained in the Existing and Continuing Security Instrument above mentioned, which provide for the subordination of the lien to another security instrument, deed of trust or mortgage.

Subordinating Lender declares, agrees and acknowledges that

(a) It consents to and approves (i) all provision of the note and New Security Instrument in favor of Lender above referred to, and (ii) all agreements, including but not limited to any loan or escrow agreements, between Borrower and Lender for the disbursement of the proceeds of the New Loan;

(b) Lender making disbursements pursuant to any such agreement is under no obligation or duty to, nor has Lender represented that it will, see to the application of such proceeds by the person or persons to whom Lender disburses such proceeds and any application or use of such proceeds for purposes other than those provided for in such agreement or agreements shall not defeat the subordination herein made in whole or in part; and



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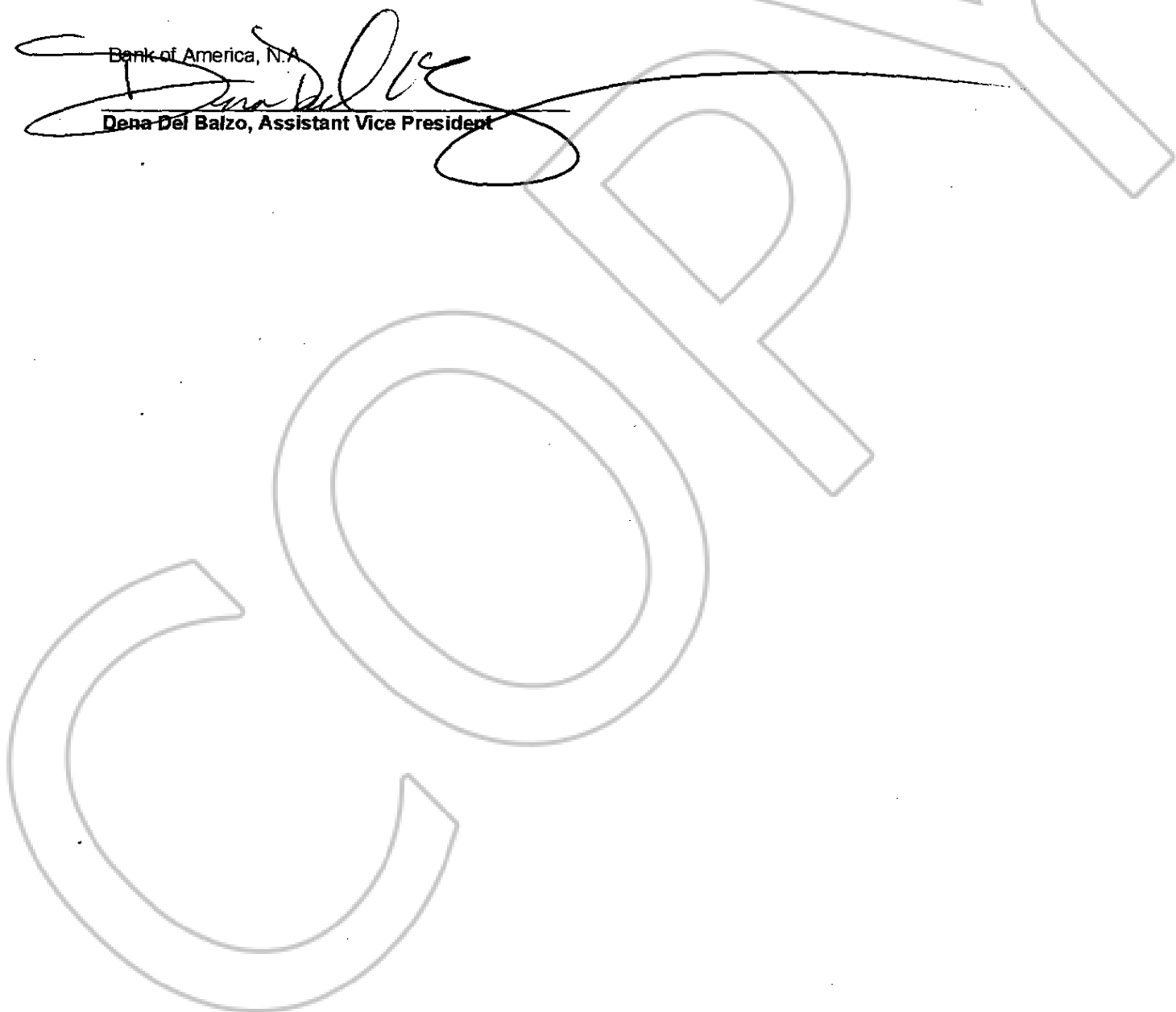
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(c) It intentionally and unconditionally waives, relinquishes and subordinates the lien of the Existing and Continuing Security Instrument in favor of the lien or charge upon said land of the New Security Instrument and understands that in reliance upon, and in consideration of, this waiver, relinquish and subordinate specific loans and advances are being and will be made and, as part and parcel thereof, 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 ALLOW THE PERSON 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.

  
**Dena Del Balzo, Assistant Vice President**





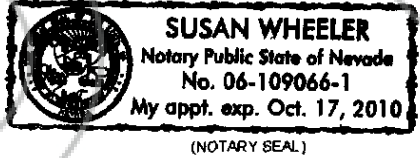
### ALL PURPOSE ACKNOWLEDGMENT

STATE OF NEVADA }  
COUNTY OF CLARK }

On 07/29/2010 before me, SUSAN WHEELER (notary) personally appeared **Dena Del Balzo, Assistant Vice President**, of Bank of America, N.A. personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Signature *Susan Wheeler*  
Susan Wheeler



**ATTENTION NOTARY:** Although the information requested below is OPTIONAL, it could prevent fraudulent attachment of this certificate to another document.

THIS CERTIFICATE **MUST** BE ATTACHED TO THE DOCUMENT DESCRIBED AT RIGHT  
Title of Document Type SUBORDINATION AGREEMENT  
Number of Pages 4 Date of Document \_\_\_\_\_  
Signer(s) Other Than Named Above N/A



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### **Exhibit "A"**

The land referred to in this policy is situated in the **STATE OF NEVADA, COUNTY OF LINCOLN, CITY OF PIOCHE**, and described as follows:

**PARCEL I:**

PARCEL 1, AS SHOWN ON SUPPLEMENTAL PARCEL MAP FOR DAN AND JUDY FREHNER, RECORDED MAY 17, 2002 IN PLAT BOOK B, PAGE 429, AS FILE NO. 118166, SITUATED IN THE SOUTH HALF (S 1/2) OF SECTION 36, TOWNSHIP 1 NORTH, RANGE 68 EAST AND THE NORTH HALF (N 1/2) OF SECTION 6, TOWNSHIP 1 SOUTH, RANGE 69 EAST, M.D.B. AND M., IN THE OFFICE OF THE COUNTY RECORDER OF LINCOLN COUNTY, NEVADA.

**PARCEL II:**

A NON-EXCLUSIVE EASEMENT FOR INGRESS AND EGRESS AND INCIDENTAL PURPOSES THERETO OVER AND ACROSS THOSE PORTIONS OF PARCELS 2, 3 AND 4 LYING WITHIN THE 40 FOOT ROAD RIGHT OF WAY AS SHOWN BY MAP THEREOF RECORDED MAY 17, 2002 AS FILE NO. 118166, IN THE OFFICE OF THE COUNTY RECORDER OF LINCOLN COUNTY, NEVADA.

APN # 012-060-39