

APN # 012-060-19



**Recording Requested by and Return to:**

Indecomm Global Services  
as Recording Agent Only  
1260 Energy Lane  
St. Paul, MN 55108

**REAL ESTATE SUBORDINATION AGREEMENT**

(Title of Document)

*Record and  
80515891*

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 *Grace Bowers*

Printed Name: Grace Bowers

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.



0150555

APN: 012-060-19

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 #: 6818100557XXXX  
Sub#: 307221

**Bank of America**



**Real Estate Subordination Agreement**

62386752-3739423

This Real Estate Subordination Agreement ("Agreement") is executed as of 10/04/2016, by Bank of America, N.A. ("Subordinator") having an address of:  
4161 Piedmont Parkway  
Greensboro, NC 27410  
in favor of DITECH FINANCIAL LLC ("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 12/07/2005, executed by BRIAN J. O'CALLAGHAN AND SHERRIE L. O'CALLAGHAN, HUSBAND AND WIFE, AS JOINT TENANTS WITH RIGHT OF SURVIVORSHIP, with a property address of: 3275 BASELINE ROAD, PIOCHE, NV 89043

which was recorded on 12/12/2005, in Volume/Book N/A, Page N/A, and Document Number 125631, and if applicable, modified on N/A, in Volume/Book N/A, Page N/A, Document Number N/A, of the land records of LINCOLN 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 BRIAN J. O'CALLAGHAN AND SHERRIE L. O'CALLAGHAN, HUSBAND AND WIFE, AS JOINT TENANTS WITH RIGHT OF SURVIVORSHIP

(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 DITECH FINANCIAL LLC in the maximum principal face amount of or not to exceed \$ 228,755.00 (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.

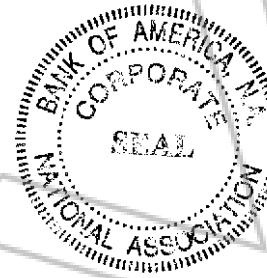
This Agreement shall inure to the benefit of the Subordinator and Junior Lien Holder and their respective successors and assigns, including any purchaser(s) (at foreclosure or otherwise) of the Property or any part thereof, and their respective successors and assigns.



Bank of America, N.A.

By: Kathy Clark  
Its: Vice President

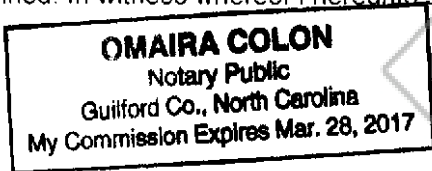
10/04/2016  
Date



**Individual Acknowledgment:**

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

On this the Fourth day of October, 2016, before me, Omaira Colon, 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.



Omaira Colon

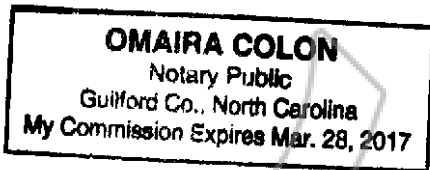
Signature of Person Taking Acknowledgment  
Commission Expiration Date: 03/28/2017

**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 Fourth day of October, 2016, before me, Omaira Colon, 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.



Omaira Colon

Signature of Person Taking Acknowledgment  
Commission Expiration Date: 03/28/2017



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### EXHIBIT - Legal Description

Order Number: 62386752  
Property Tax ID: 012-060-19

Land in the city/township/village of Pioche and the County of Lincoln, State of NV, more particularly described as:

LOT TWO (2), AS SHOWN BY PARCEL MAP FOR DALE L. BURGESS AND ALFRED L. BURGESS, RECORDED IN THE OFFICE OF THE COUNTY RECORDER OF LINCOLN COUNTY, NEVADA ON NOVEMBER 10, 1998 IN BOOK PLAT B, PAGE 161, AS DOCUMENT NO. 111850.

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

Commonly described as: 3275 Baseline Road, Pioche, NV 89043



\*U06063206\*

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