

NOT 91950-SH

2012-001450

Klamath County, Oregon



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02/08/2012 03:12:20 PM

Fee: \$42.00

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 #: 6816050010XXXX

**Bank of America**



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

Bank of America, N.A.

This Real Estate Subordination Agreement ("Agreement") is executed as of 02/03/2012, by Bank of America, N.A. ("Subordinator"), having an address of:  
4161 Piedmont Parkway  
Greensboro, NC 27410  
in favor of FLAGSTAR BANK ("Junior Lien Holder"), having an address for notice purposes of:  
5151 CORPORATE DR  
TROY, MI 48098

**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 05/24/2006, executed by RYAN RUSSEL, with a property address of: 5115 Hickory LN, Klamath Falls, OR 97601

which was recorded on 8/11/2006, in Volume/Book N/A, Page N/A, and Document Number 2006-016217, and if applicable, modified on , in Volume/Book N/A, Page N/A, Document Number N/A, of the land records of KLAMATH County, OR, 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

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**Whereas**, Junior Lien Holder has been requested to make a loan, line of credit or other financial accommodation to RYAN RUSSEL (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 Junior Lien Holder in the maximum principal face amount of \$ 169,931.00 (the "Principal Amount"), 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 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: Jean English

Its: Assistant Vice President

02/03/2012

Date

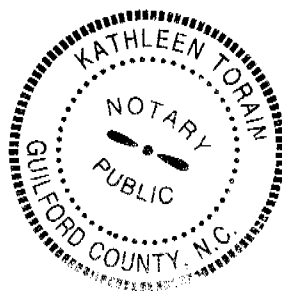


**Individual Acknowledgment:**

State/Commonwealth/District of North Carolina

County/City of Guilford/Greensboro

On this the Third day of February, 2012, before me, Kathleen Torain, the undersigned Notary Public, personally appeared Jean English, who acknowledged him/herself to be the Assistant Vice President of Bank of America, N.A., and that (s)he, as such Assistant 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 Assistant Vice President. In witness whereof I hereunto set my hand and official seal.



Kathleen Torain  
Signature of Person Taking Acknowledgment  
Commission Expiration Date: 10/12/2013