

556569

NO. _____
AT THE REQUEST OF:
MOSCOW TITLE INC
DATE & HOUR
2-1-13 12:13
SUSAN PETERSEN
LATAH COUNTY RECORDER
FEE \$ 16.00 BY S. Petersen

Return To: 15256433



A Lenders Processing Services Company
West Coast -Recording Department
700 Cherrington Parkway
Coraopolis, PA 15108

This instrument was prepared by:
Bank of America Subordination Unit
4161 Piedmont Parkway
Greensboro, NC 27410

14/22

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 11/19/2012, by Bank of America, N.A. ("Subordinator"), having an address of:
4161 Piedmont Parkway
Greensboro, NC 27410
in favor of JP MORGAN CHASE BANK, N.A. ("Junior Lien Holder"),

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 04/03/2003,
executed
by TODD J BENINGHAUS, AN UNMARRIED INDIVIDUAL, with a property address of: 130 4TH ST,
ONAWAY, ID 83855

which was recorded on 4/14/2003, in Volume/Book N/A, Page N/A, and Document Number 475003, and
if applicable, modified on _____, in Volume/Book N/A, Page N/A, Document Number N/A, of the land
records of LATAH County, ID, 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 TODD J BENINGHAUS, AN UNMARRIED INDIVIDUAL (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 \$ 93,739.00 (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, 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: Jean English

Its: Assistant Vice President

11/19/2012

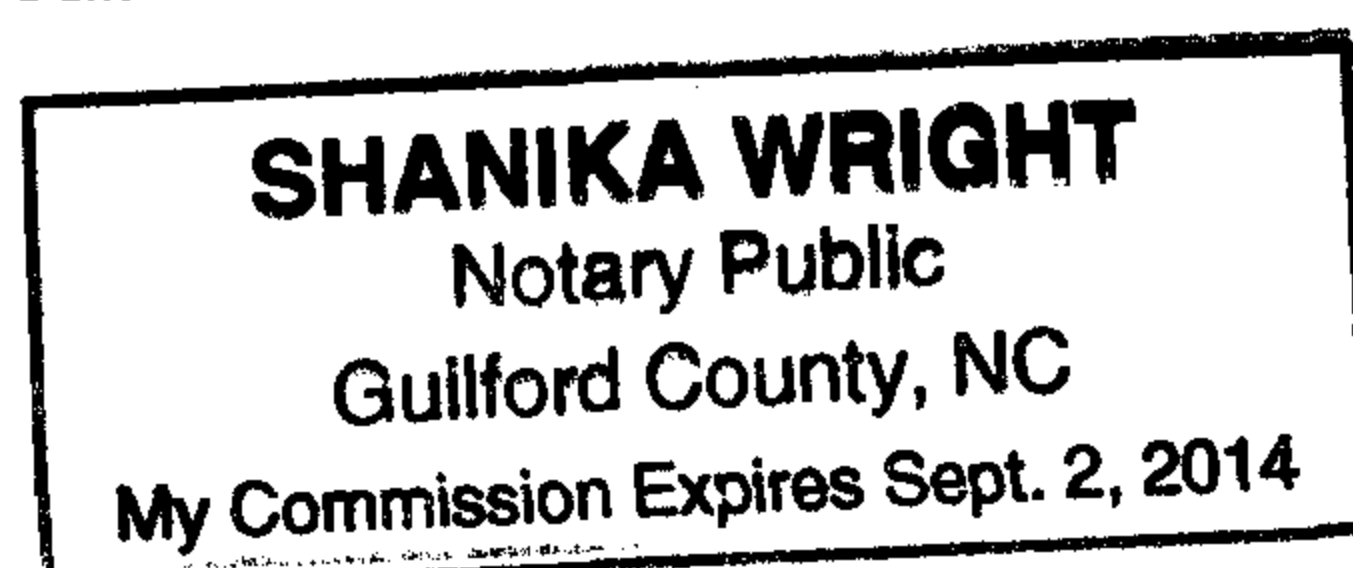
Date

Individual Acknowledgment:

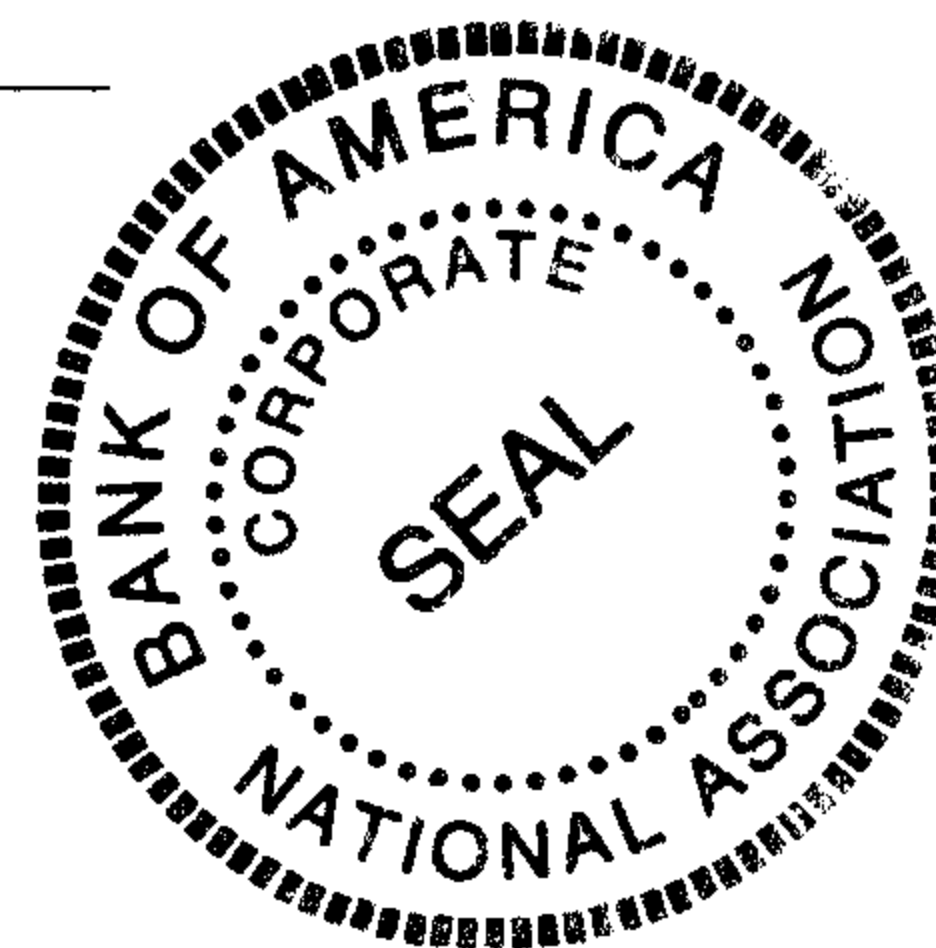
State/Commonwealth/District of North Carolina

County/City of Guilford/Greensboro

On this the Nineteenth day of November, 2012, before me, Shanika Wright, 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.



[Signature]
Signature of Person Taking Acknowledgment
Commission Expiration Date: 09/02/2014



Order Number: 15256433

Exhibit A

Legal Description:

The North 100 feet of Lot 10, Block 5, ORIGINAL TOWN OF ONAWAY, as shown by the recorded plat thereof, records of Latah County, Idaho.

UNOFFICIAL COPY