



Bank of America
N.C.C.L.S. #5768 COLLATERAL SVCS
P.O. Box 2240
RANCHO CORDOVA, CA 95740

Account #: 20030600875699001
CAP ID #:

93031294

Space Above This Line for Recorder's Use

SUBORDINATION AGREEMENT to MODIFIED DEED of TRUST

NOTICE: THIS SUBORDINATION AGREEMENT RESULTS IN YOUR SECURITY INTEREST IN THE PROPERTY BECOMING SUBJECT TO AND LOWER PRIORITY THAN THE LIEN OF SOME OTHER OR LATER SECURITY INSTRUMENT.

A. On April 8, 1994, Gillian Roberts and Susan Roberts ("Trustor") executed a deed of trust ("Existing Deed of Trust") in favor of BANK OF AMERICA NTSA, A NATIONAL BANKING ASSOCIATION SUCCESSOR IN INTEREST TO, BANK OF AMERICA NEVADA, beneficiary ("Existing Lender"), covering the following real property located in the County of DOUGLAS, NEVADA ("Property"):

Lot 1, AS SHOWN ON THE MAP OF INDIAN ROAD RANCH ESTATES FILED FOR RECORD IN THE OFFICE OF THE COUNTY RECORDER OF DOUGLAS COUNTY, NEVADA, ON FEBRUARY 19, 1975, AS DOCUMENT NO. 78386.

The Existing Deed of Trust secures a loan in the original principal amount of \$31,096.02 pursuant to a note or loan agreement dated APRIL 8, 1994, and was recorded on APRIL 12, 1994, in book 494, page 2137-2140, instrument No. 334926, official records of DOUGLAS, county, \$N/A

B. Owner executed a deed of trust to secure a loan from GMAC MORTGAGE SERVICE OF CALIFORNIA, A CALIFORNIA CORPORATION ("Lender"). Such deed of trust was recorded on OCTOBER 20, 1993, in book 1093, page 3696-3702, instrument No. 320656, official records of DOUGLAS, county. Owner and Lender now wish to amend, modify, revise and/or restate such loan and deed of trust (as so amended, modified, revised and/or restated, the "Modified Loan" and "Modified Deed of Trust," respectively) pursuant to an agreement dated MAY 12, 1998 ("Modification Agreement"). The Modified Loan is in the approximate principal amount of \$162,550.00, but not to exceed \$162,550.00, exclusive of future advances which Lender may thereafter make to protect the lien of its deed of trust and/or the value of the collateral.

C. It is a condition to obtaining the Modified Loan that the Modified Deed of Trust shall be prior and superior to the Existing Deed of Trust.

NOW, THEREFORE, the parties agree as follows:

1. The Modified Deed of Trust in favor of the Lender shall unconditionally be and remain at all times a lien on the Property prior and superior to the lien of the Existing Deed of Trust, provided, however, this Subordination Agreement shall be void if the original principal amount of the Modified Loan exceeds the amount set forth in paragraph B above.
2. Lender would not amend, modify, revise and/or restate its loan without this Subordination Agreement.

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3. Lender is under no obligation or duty to Existing Lender in making disbursements under the amended, modified, revised and/or restated loan to be secured by the Modified Deed of Trust.
4. This Subordination Agreement is the whole and only agreement with regard to the subordination of the Existing Deed of Trust to the Modified Deed of Trust.
5. This Subordination Agreement is for the sole and exclusive benefit of Lender and its successors and assigns, and no other party, other than a title insurance company, may rely on this Subordination Agreement to assert lien priority against the Existing Deed of Trust or for any other purpose.
6. Owner(s) has/have expressly requested that Existing Lender enter into the Subordination Agreement in consideration of the benefits to accrue, either directly, or indirectly, to or for the account of Owner(s).
7. Lender has provided Existing Lender with a true and complete copy of the Modification Agreement.

NOTICE: THIS SUBORDINATION AGREEMENT CONTAINS A PROVISION WHICH ALLOWS 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 National Trust and Savings Association
 SUCCESSOR IN INTEREST TO BANK OF AMERICA NEVADA

Owners

GILLIAN ROBERTS

Date

SUSAN ROBERTS

Date

Date

Date

Marilyn L. Glenore April 27, 1999
 Marilyn L. Glenore
 Authorized Officer

(ALL SIGNATURES MUST BE ACKNOWLEDGED)

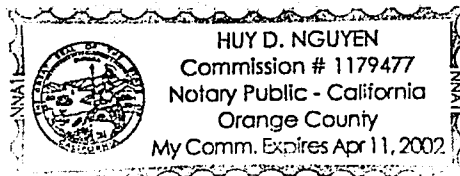
STATE OF CALIFORNIA)
 COUNTY OF ORANGE)SS

On April 27, 1999, before me, THE UNDERSIGNED, a Notary Public in and for said State, personally appeared Marilyn L. Glenore, personally known to me to be the person(s) whose name is/are subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity and that by his/her/their signature(s) on the instrument, the person(s), or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

Signature *[Handwritten Signature]*

This document bears embossment



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COPY

REQUESTED BY
STEWART TITLE of DOUGLAS COUNTY
IN OFFICIAL RECORDS OF
DOUGLAS CO., NEVADA

'99 AUG 10 P3:23

LINDA SLATER
RECORDER
\$ 9.00 PAID 10 DEPUTY

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