

1999-18039KJP

Submitted for Recordation By
and Return To



Bank of America

N.C.C.L.S. #5768 LOAN SERVICING

P.O. BOX 2190

RANCHO CORDOVA, CA 95740

Account No:

CAP ID No:

Space Above This Line for Recorder's Use

SUBORDINATION AGREEMENT

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.

A. On December 30 1998, Michael C. Riley and Anne L. Riley, Trustees, Michael C. Riley and Anne L. Riley, 1985 Trust ("Trustor") executed a deed of trust ("Existing Deed of Trust") in favor of Bank of America NT & SA, A NATIONAL BANKING ASSOCIATION ("Existing Lender"), covering the following real property located in the County of Douglas, Nevada

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF.

The Existing Deed of Trust secures a loan in the original principal amount of \$90000 pursuant to a note or loan agreement dated December 30, 1998, and was recorded on January 6 1999, in book 199, page 0730, as instrument no. 0458102, Official Records of Douglas, county; which credit limit has been subsequently modified pursuant to an agreement between both parties to a new credit limit of \$5,000.00.

B. Owner has executed, or is about to execute, a deed of trust ("New Deed of Trust") to secure a loan ("New Loan") from Bank of America, N.A., AD/BA of Nations Bank, NA ("New Lender") in the approximate principal amount of \$400,000.00, but not to exceed \$400,000.00, exclusive of future advances which New Lender may thereafter make to protect the lien of its deed of trust and/or the value of the collateral ("maximum amount"), pursuant to a note or loan agreement dated September 28, 1999. The New Deed of Trust is to be recorded concurrently with this Subordination Agreement.

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

NOW, THEREFORE, the parties agree as follows:

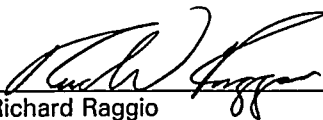
1. The New Deed of Trust in favor of the New Lender shall unconditionally be and remain at all times a lien on the Property prior and superior to the lien of the Existing Deed of Trust, provided, however, this Subordination Agreement shall be void if the original principal amount of the new loan exceeds the amount set forth in paragraph B above.
2. New Lender would not make its loan without this Subordination Agreement.
3. New Lender is under no obligation or duty to Existing Lender in making disbursements under the loan to be secured by the New 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 New Deed of Trust.

5. This Subordination Agreement is for the sole and exclusive benefit of New 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.

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


Richard Raggio _____ 9-28-99
Date


Michael C. Riley Trustee _____ 10-4-99
Date

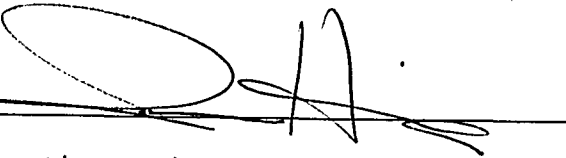

Anne L. Riley Trustee _____ 10/4/99
Date

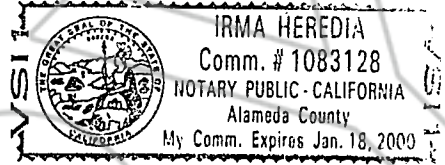
Date

Date

On September 28, 1999 before me, THE UNDERSIGNED, a Notary Public in and for said State, personally appeared Richard Raggio, 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 



This document bears embossment

STATE OF NEVADA,

ss.

County of Douglas

On October 4, 1999 personally appeared before me, a notary public, Michael C. Riley and Anne L. Riley

personally known or proved to me to be the person whose name is subscribed to the above instrument who acknowledged that he executed the instrument.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official stamp at my office in the County of Douglas the day and year in this certificate first above written.



Karen Pawloski
Signature of Notary

0478391

BK1099PG1556

REQUESTED BY
FIRST AMERICAN TITLE CO.

IN OFFICIAL RECORDS OF
DOUGLAS CO. NEVADA

1999 OCT -8 PM 3: 55

LINDA SLATER
RECORDER

\$ 1800 PAID kd DEPUTY

0478391

BK 1099PG 1557