

Submitted for Recordation By
and Return To

BA **Bank of America**
N.C.C.L.S. #5768, LOAN SERVICING
P.O. Box 2190
RANCHO CORDOVA, CA 95740

RE #: 6983892164
Account No:
CAP ID No: 68181000376699

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 MARCH 03, 2000, BRIAN R. FITZGERALD AND KAREN D. FITZGERALD, ("Trustor") executed a deed of trust ("Existing Deed of Trust") in favor of BANK OF AMERICA, NATIONAL ASSOCIATION ("Existing Lender"), covering the following real property located in the County of DOUGLAS, Nevada. ("Property"):

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

The Existing Deed of Trust secures a loan in the original principal amount of \$22,000.00 pursuant to a note or loan agreement dated MARCH 3, 2000, and was recorded on MARCH 15, 2000, in book 0300, page 2425-2429, as instrument no. 487918, Official Records of DOUGLAS County, Nevada.

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, National Association ("New Lender") in the approximate principal amount of \$22,000.00, but not to exceed \$22,000.00, 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 MARCH 22, 2001. 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

Dan Hightower 3/22/01
Dan Hightower, Authorized Officer Date

Brian R. Fitzgerald 3/23/01
BRIAN R. FITZGERALD Date
Karen D. Fitzgerald 3/23/01
KAREN D. FITZGERALD Date

Date

Date

(ALL SIGNATURES MUST BE ACKNOWLEDGED)

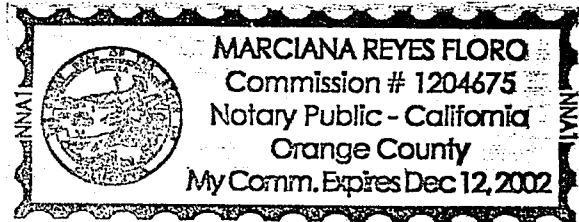
STATE OF CALIFORNIA)
COUNTY OF ORANGE)SS

On March 22, 2001 before me, THE UNDERSIGNED, a Notary Public in and for said State, personally appeared, Dan Hightower 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 *Marciana Reyes Floro*

This document bears embossment



STATE OF

Nevada

)

COUNTY OF

Douglas

) SS.
)



This instrument was acknowledged before me on

March 23, 2001

~~199~~, by

Brian R. Fitzgerald & Karen D
Fitzgerald

Mary H. Kelsch
Notary Public

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

2001 MAR 28 PM 3:41

LINDA SLATER
RECORDER

\$ 9.00 PAID KJ DEPUTY

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