

This instrument was prepared by
and after recording return to:

Bank of America, N.A.
Post Closing Review #1255
P.O. Box 2314
Rancho Cordova, CA 95741

(Do not write above this line. This space is reserved for recording)

Bank of America 

Real Estate Subordination Agreement
(Bank of America to Bank of America)

Loan Number: 68180201598699

Reference Number: 033600039733

This Real Estate Subordination Agreement ("Agreement") is executed as of March 26, 2001, by Bank of America, N.A., having an address of: 275 S. Valencia Ave, Brea, CA 92823 ("Subordinator"), in favor of Bank of America, N.A., having an address for notice purposes of: 275 S. Valencia Ave, Brea, CA 92823 ("Bank of America, N.A.")

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 04/15/1999, executed by RICHARD ERNST and which is recorded in Volume/Book 0499, Page 49950466442, and if applicable, Document Number _____, of the land records of DOUGLAS County, NV, 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, Bank of America has been requested to make a loan, line of credit or other financial accommodation to RICHARD ERNST (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 Bank of America in the maximum principal face amount of \$30,000.00 (the "Principal Amount") [For North Carolina only – bearing interest and payable as therein provided at the maximum rate of % for a period not to exceed _____ months], 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 Bank of America and Borrower shall determine; and

Now, Therefore, for valuable consideration, Subordinator hereby subordinates the Senior Lien to Bank of America's Junior Lien, subject to the terms of this Agreement. The Subordinator's Senior Lien is subordinated to Bank of America's 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 Bank of America'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 Bank of America regardless of the frequency or manner of renewal, extension, consolidation or modification of the Junior Lien or the Obligation.

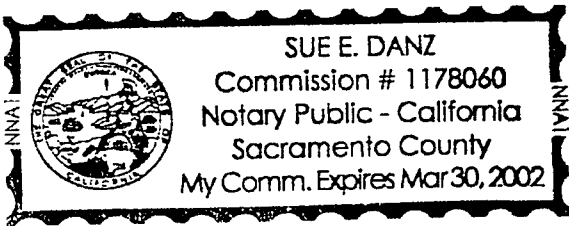
This Agreement shall insure to the benefit of the Subordinator and Bank of America and their respective successors and assigns, including any purchaser(s) (at foreclosure or otherwise) of the Property or any part thereof, and their respective successors and assigns.

Bank of America, N.A.
By: Valorie Wegener 3-26-01
VALORIE L WEGENER Date
Its: Authorized Officer

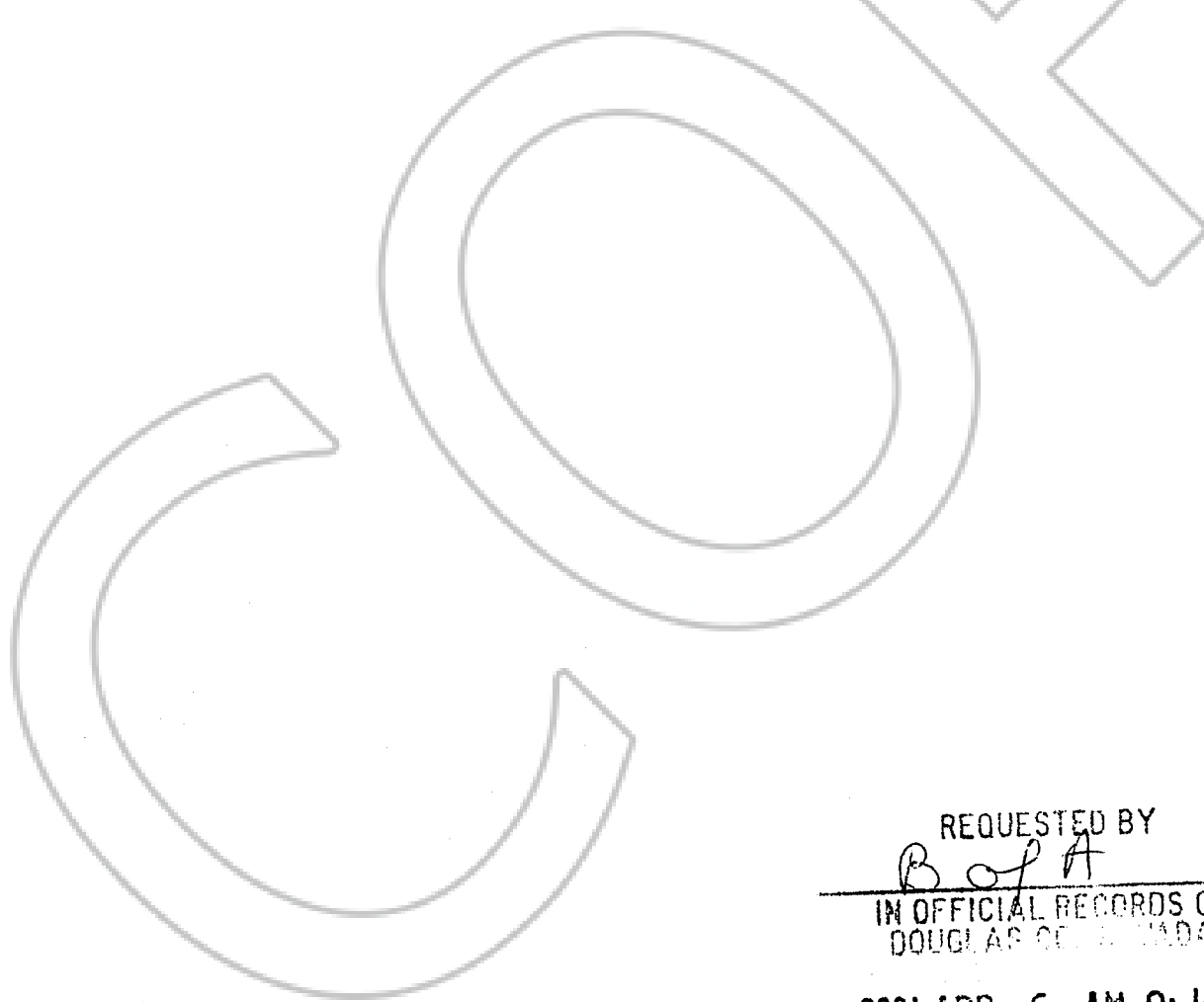
Bank of America Acknowledgement:

State/Commonwealth/District of CALIFORNIA
County/City of SACRAMENTO

On March 26, 2001, before me, a Notary Public in and for said State, personally appeared VALORIE L WEGENER, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies) and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



Sue E. Danz
Signature of Person Taking Acknowledgement
Commission Expiration Date:



REQUESTED BY
BoFA
IN OFFICIAL RECORDS OF
DOUGLAS COUNTY, CALIFORNIA

2001 APR -6 AM 9:45

LINDA SLATER
RECORDER

\$ 2.00 PAID Ka DEPUTY