

APL 17-091-030

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 #: 6775002360
D No:

2001-43212 GB

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 AUGUST 16, 2000, LESLIE J. KYNETT AND JOANNE KYNETT, ("Trustor") executed a deed of trust ("Existing Deed of Trust") in favor of BANK OF AMERICA, N.A. ("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 \$100,000.00 pursuant to a note or loan agreement dated AUGUST 16, 2000, and was recorded on AUGUST 25, 2000, in book 800, page 4648, as instrument no.98322, 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 \$198,242.00, but not to exceed \$198,242.00, 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 APRIL 25, 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 4/25/01
Dan Hightower, Authorized Officer Date

Leslie J. Kynett
LESLIE J. KYNETT Date

Joanne Kynett
JOANNE KYNETT Date

Date

Date

(ALL SIGNATURES MUST BE ACKNOWLEDGED)

STATE OF CALIFORNIA)
COUNTY OF ORANGE)SS

On April 25, 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,

ss.

County of Carson City

**Leslie J. Kynett and
Joanne Kynett**

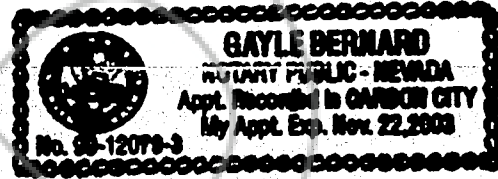
On April 25, 2001

personally appeared before me, a notary public,

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 Carson City the day and year in this certificate first above written.

Gayle Bernard
Signature of Notary



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DESCRIPTION

All that certain lot, piece or parcel of land situate in the County of Douglas, State of Nevada, described as follows:

A Parcel of land located within a portion of the North one-half of the Southeast one-quarter of Section 9, Township 13 North, Range 19 East, MDM, Douglas County, Nevada, being more particularly described as follows:

BEGINNING at a ½" iron pipe and cap at the Northwesterly corner of the DeHart Parcel as shown on the Record of Survey for Sonia DeHart, Document No. 46263 of the Douglas County Recorder's Office and also being the Northwesterly corner of the Leslie J. and Joanne Kynett parcels recorded in Book 997 at Page 5120, Document No. 422516 of the Douglas County Records, said point bears N. 03°42'16" W., 694.04 feet from the Southeast one-sixteenth corner of Section 9, as shown on the record of Survey for the United States Forest Office, Document No. 2121937 of the Douglas County Recorder's Office, and being an aluminum cap stamped RLS 3209;

Thence N. 89°47'34" E., along the Northerly line of said DeHart Parcel, 214.18 feet to the Northeasterly corner thereof and being a 5/8" rebar and plastic cap tamped PLS 3090;

Thence S. 02°20'33" E., along the Easterly line of said DeHart Parcel, 100.08 feet to a 5/8" rebar and plastic cap stamped PLS3090;

Thence S. 89°49'53" W., 255.14 feet to a point on the Westerly line of said DeHart Parcel and being a ½" rebar;

Thence N. 20°14'51" E., along said Westerly Line, 106.56 feet to the POINT OF BEGINNING.

REQUESTED BY
FIRST AMERICAN TITLE CO.

IN OFFICIAL RECORDS OF
DOUGLAS CO., NEVADA

2001 MAY -1 AM 11:36

LINDA SLATER
RECORDER

\$10⁰⁰ PAID *KZ* DEPUTY

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