010700996 AP 1320-32-813-007

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

RE #:

HAMES

Account No: 6293948169

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 July 8, 1999 ("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. ("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 \$25,000.00 pursuant to a note or loan agreement dated <u>July 8, 1999</u>, and was recorded on <u>July 21, 1999</u>, in book <u>n/a</u>, page <u>n/a</u>, as instrument no. <u>0472919</u>, Official Records of <u>Douglas County</u>, 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 \$127,400.00, but not to exceed \$127,400.00, 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 May 9, 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.

FORM DATE 5/16/97

CLASSIFICATION CONFIDENTIAL

0514451 BK 0501PG 5443 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

(ALL SIGNATURES MUST BE ACKNOWLEDGED)

STATE OF CALIFORNIA COUNTY OF ORANGE

)SS

On May 9,200 before me, THE UNDERSIGNED, a Notary Public in and for said State, personally appeared, Dan Hightower personally known to me to be the person 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 on the instrument, the person or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

Signature

This document bears embossment



FORM DATE 5/16/97

CLASSIFICATION CONFIDENTIAL

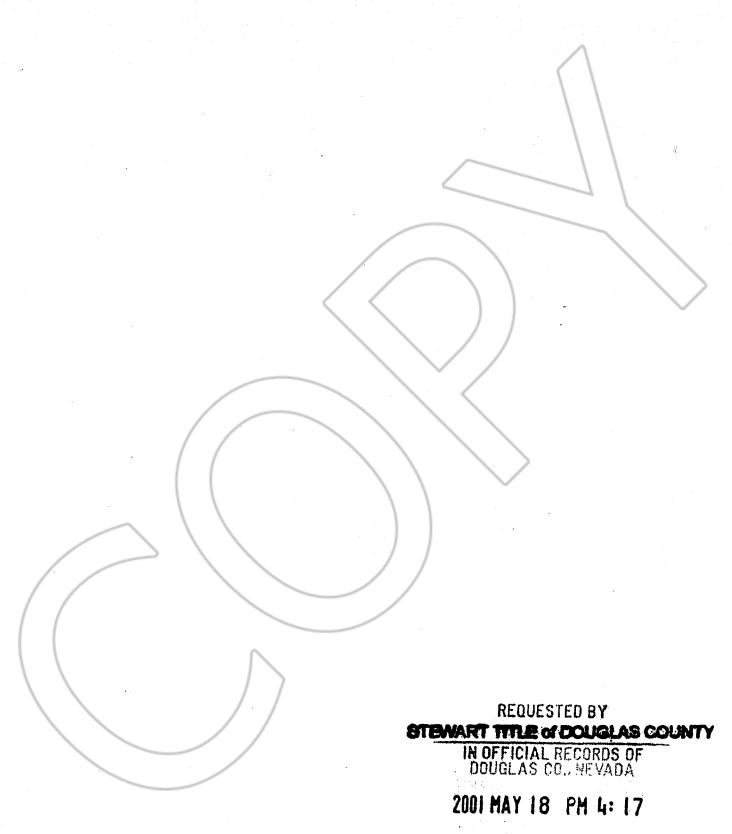
0514451 BK 0501PG 5444

STATE OF DEUDDA	
COUNTY OF Douglas) SS. _)
This instrument was acknowledged before me on	
GAYLE SARRATEA Notary Public - State of Nevada Appointment Recorded in County of Douglas My Appointment Expires March 20, 2003	Hall Savateg Notary Public

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CALIFORNIA ALL-PURPOSE ACKNOWL

State of California	
County of Los Angeles	SS.
County of	
On 5/14/01 , before me,	Karen Berry Notary Public.
personally appeared LOULSE -	Karen Berry Notary Public, Name and Title of Officer (e.g., "Jane Doe, Notary Public") Hames
percentary appeared	Name(s) or signer(s)
	personally known to me
	evidence
	to be the person(x) whose name(x) (is) see
KAREN BERRY	subscribed to the within instrument and acknowledged to me that he she/they executed
Commission # 1252746 Notary Public - California	the same in his her/ther authorized
My Comm. Expires Feb 7, 2004	capacity(i), and that by hisher/the 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.
	Karen Been
Place Notary Seal Above	Signature of Notary Public
	OPTIONAL —
	law, it may prove valuable to persons relying on the document I and reattachment of this form to another document.
Description of Attached Document	
Title or Type of Document:	
Document Date:	Number of Pages:
Cignalla) Other Than Named Maria	
Signer(s) Other Than Named Above:	
Capacity(ies) Claimed by Signer Signer's Name:	RIGHT THUMBPRINT
☐ Individual	OF SIGNER Top of thumb here
□ Corporate Officer — Title(s):□ Partner — □ Limited □ General	
☐ Attorney in Fact	
☐ Trustee☐ Guardian or Conservator	
Other:	
Signer Is Representing:	
organic to respressioning.	



0514451 BK 0501PG 5447 LINDA SLATER
RECORDER

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