

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 #: 6548753877  
Account No:  
CAP ID No:

010202923

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 SEPTEMBER 9, 1999, WILLIAM M. KNERR AND CHARNA KNERR ("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 \$215,000.00 pursuant to a note or loan agreement dated SEPTEMBER 9, 1999, and was recorded on SEPTEMBER 23, 1999, in book 0999, page 4577-4581, as instrument no. 0477289, 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 \$215,000.00, but not to exceed \$215,000.00, 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 DECEMBER 11, 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

[Signature]  
Susan Ashton, Authorized Officer \_\_\_\_\_ Date

[Signature] 12/14/01  
WILLIAM MAJOR KNERR \_\_\_\_\_ Date

[Signature] 12-14-01  
CHARNA KNERR \_\_\_\_\_ Date

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

(ALL SIGNATURES MUST BE ACKNOWLEDGED)

STATE OF CALIFORNIA )  
COUNTY OF ORANGE )SS

On December 11, 2001 before me, THE UNDERSIGNED, a Notary Public in and for said State, personally appeared, Susan Ashton 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 [Signature]

This document bears embossment



0530390  
BR 1201706156

**EXHIBIT "A"**

**LEGAL DESCRIPTION**

**ESCROW NO.: 010202923**

**Lot 43, in Block B, as shown on the Official Map of First Addition to KINGSBURY HEIGHTS SUBDIVISION, filed in the Office of the County Recorder of Douglas County, Nevada, on August 26, 1964, in Book 1 of Maps as Document No. 25944, Douglas County, Records.**

**Assessors Parcel No. 07-234-05**

**COPY**

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BK 1201 PG 6157**

