

APN 1220-15-610-012

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 #: 6826303064  
Account No: 68181001350799  
CAP ID No:

01092658  
010502963

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 23, 2001, JEFFREY P. GORTON AND JACQUELINE K. GORTON ("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"):

LOT 31, AS SHOWN ON THE PLAT OF GARDNERVILLE RANCHOS, FILED IN THE OFFICE OF THE COUNTY RECORDER OF DOUGLAS COUNTY, NEVADA, ON NOVEMBER 30, 1964, IN BOOK 1 OF MAPS, FILING NO. 26665.

The Existing Deed of Trust secures a loan in the original principal amount of \$27,500.00 pursuant to a note or loan agreement dated AUGUST 23, 2001, and was recorded on AUGUST 31, 2001, in book 0801, page 9063-9067, as instrument no. 0521831, Official Records of DOUGLAS, County, Nevada; WHICH CREDIT LIMIT HAS BEEN SUBSEQUENTLY MODIFIED PURSUANT TO AGREEMENT BETWEEN BOTH PARTIES TO THE NEW CREDIT LIMIT OF \$26,000.00.

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 \$160,000.00, but not to exceed \$160,000.00, 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 NOVEMBER 20, 2001. The New Deed of Trust is to be recorded concurrently with this Subordination Agreement. DECEMBER 20,

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] 12/20/01  
Dan Hightower Authorized Officer Date

[Signature] 12/24/01  
JEFFREY GORTON Date

[Signature] 12/24/01  
JACQUELINE K. GORTON Date

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

(ALL SIGNATURES MUST BE ACKNOWLEDGED)

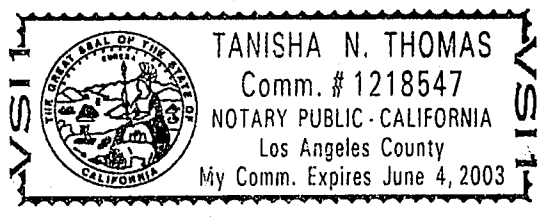
STATE OF CALIFORNIA )  
COUNTY OF ORANGE )SS

On 12/20/01 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 Tanisha N. Thomas

This document bears embossment

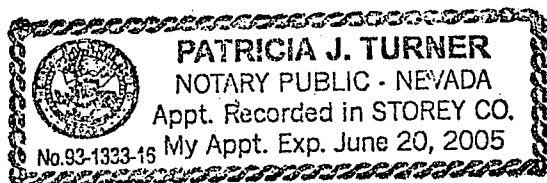


STATE OF NEVADA )

COUNTY OF Carson City ) SS.

On 12-24-01 personally appeared before me, a notary public Jeffrey  
Gorton + Jacqueline K. Gorton personally known ( or proved) to me to be the person whose  
name is subscribed to the above instrument, who acknowledged that t he g executed the above  
instrument.

Patricia J. Turner  
Notary Public



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

2001 DEC 31 AM 10:42

LINDA SLATER  
RECORDER

\$16<sup>00</sup> PAID KD DEPUTY

0531293

BK 1201 PG 104 11