020807119 APN 1319-10-210-001

> This instrument was prepared by: Bank of America 26 Executive Park #200 Irvine, CA 92614-6740

After recording return to:
Bank of America
275 S. Valencia Avenue
Brea, CA 92823
Account #: 68181000035299

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

This Real Estate Subordination Agreement ("Agreement") is executed as of 08/16/2002 , by Bank of America, N.A., having an address of 26 Executive Park #200, Irvine, CA 92614-6740

("Subordinator"), in favor of Bank of America, N.A., having an address for notice purposes of 275 S. Valencia Avenue, Brea, CA 92823

("Bank of America").

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 08/25/1999, executed by William Garrison and Jenny Garrison

and which is recorded in Volume/Book 999, Page , and if applicable, Document Number 475821, 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 William Garrison and Jenny Garrison (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

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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 \$ 250,000.00 (the "Principal Amount"), 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 inure 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.

None Pro

08/16/02

Date

By: Vesna Primer

Its:

Vice President

**Bank of America Acknowledgment:** 

State/Commonwealth/District-of California

County<del>/City of Orange</del>

On this the 16th day of August, 2002, before me,

The undersigned officer, personally appeared Vesna Primer,

Who acknowledged him/herself to be the Vice President of Bank of America, N.A., and that (s)he, as such

the undersegred

Being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by him/herself as Vice President. In witness whereof I hereunto set

my hand and official seal.

CHRIS MILLER
Commission # 1269142
Notary Public - California
Orange County
My Comm. Expires Jul 26, 2004

Signature of Person Taking Acknowledgment Commission Expiration Date:

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Order No.: 020807119

16 %

## LEGAL DESCRIPTION

The land referred to herein is situated in the State of Nevada, County of Douglas, described as follows:

A parcel of land located within a portion of Section 10, Township 13 North, Range 19 East, Mount Diablo Meridian, Douglas County, Nevada, described as follows:

A portion of Parcel 1 as set forth on Parcel Map for COIT ENTERPRISES, INC., filed for record November 23, 1992, in Book 1192, Page 3832, Document No. 293701, Official Records of Douglas County, Nevada, and being further described as follows:

COMMENCING at the Southwest corner of Parcel 1, as shown on the Parcel Map for COIT ENTERPRISES, INC., as recorded November 23, 1992, in Book 1192, Page 3832, Document No. 293701, Official Records of Douglas County, Nevada, THE POINT OF BEGINNING; thence North 24°09'09" East, 332.45 feet; thence South 70°43'51' East, 131.95 feet; thence South 24°09'09" West, 330.22 feet; thence North 71°41'40" West, 132.15 feet; to THE POINT OF BEGINNING,

Reference is made to that certain Record of Survey to support a Boundary Line Adjustment for COIT ENTERPRISES, INC., filed for record April 1, 1993, Book 493, Page 115, Document No. 303571, Official Records of Douglas County, Nevada.

Assessors Parcel No. 1319-10-210-001

"IN COMPLIANCE WITH NEVADA REVISED STATUE 111.312, THE HEREIN ABOVE LEGAL DESCRIPTION WAS TAKEN FROM INSTRUMENT RECORDED JANUARY 24, 1994, BOOK 0194, PAGE 4449, AS FILE NO. 328294, RECORDED IN THE OFFICIAL RECORDS OF DOUGLAS COUNTY, STATE OF NEVADA."

REQUESTED BY
Stewart Title of Douglas County

IN OFFICIAL RECORDS OF DOUGLAS CO. BEYADA

2002 AUG 23 PM 3: 26

LINDA SLATER

0550356

RECORDER \$ 16 PAID & DEPUTY

STEWART TITLE
Guaranty Company