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PO Box 760
Chapin, SC 29036

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Bank of America 

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

This instrument was prepared by and after recording returned to:
6818/100/639299
Bank of America, N.A./Loan Center
Post Closing Review FL2-001-01-10
830 North Central Ave.
St. Petersburg, FL 33701

BANK OF AMERICA, N.A.
P.O. BOX 31590
TAMPA, FL 33633-0754

This Real Estate Subordination Agreement ("Agreement") is executed as of December 14, 2001, by Bank of America, N.A., having an address of 830 North Central Ave., St. Petersburg, FL 33701 ("Subordinator"), in favor of Bank of America, N.A., having an address for notice purposes of _____ P.O. BOX 831400, TX1-945-07-01, DALLAS TX 75283 ("Bank of America, N.A.")

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 April 26, 2000, executed by Cyndi R. Coleman-Esders and Nicklas D. Esders

and which is recorded in Volume/Book 500, Page 2127, and if applicable, Document Number _____, of the land records of Douglas County, Nevada, 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 Cyndi R. Coleman-Esders and Nicklas D. Esders

(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 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 \$ 260,000.00 (the "Principal Amount") [For North Carolina only - bearing interest and payable as therein provided at the maximum rate of _____% for a period not to exceed _____ months], 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

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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.

By: Sara M. Luciene 1/7/02
Its: V.P. Date
SARA LUCIENE

Witness Marsha Epps
MARSHA EPPS

Witness Christine D. Young
Christine D. Young

The following states must have Trustee sign Subordination Agreement: AZ, DC, NC, NV and VA.

The trustee(s), if any, named in the Senior Lien join(s) in the execution of this Agreement to evidence consent and to effectuate the provisions hereof.

Witness(es):

Witness Signature Marsha Epps

MARSHA EPPS

Typed or Printed Name

Witness Signature Barry A. Deal

Typed or Printed Name **Barry A. Deal**

Trustee Name: PR LAP, INC.

Signature Cadlyn W. Sambuti

Typed or Printed Name **Cadlyn W. Sambuti**

Signature

Typed or Printed Name

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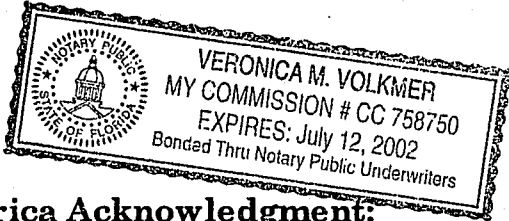
BK1002PG08022

Trustee Acknowledgment

State/Commonwealth/District of FLORIDA
County/City of PINELLAS

On this the 7th day of JANUARY, 2002, before me, VERONICA VOLKMER,
the undersigned officer, personally appeared CAROLYN GAMBUTI, who acknowledged
him/herself to be the Assistant Secretary of PRLAP, Inc., and
that (s)he, as such Assistant Secretary, 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
Assistant Secretary of PRLAP, Inc. as trustee. In witness whereof I hereunto set my hand and official seal.

Notary Seal



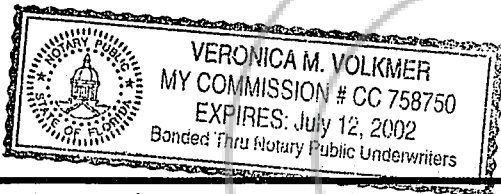
Veronica M. Volkmer

Commission Date:

Bank of America Acknowledgment:

State/Commonwealth/District of FLORIDA
County/City of PINELLAS

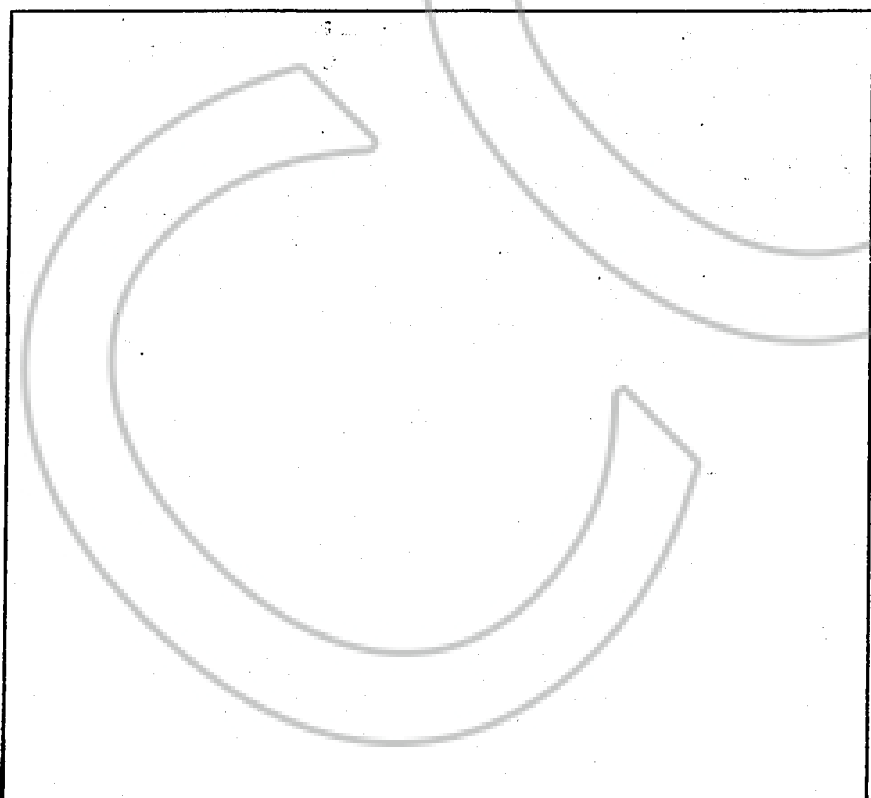
On this the 7th day of JANUARY, 2002, before me, VERONICA VOLKMER,
the undersigned officer, personally appeared SARA LUCIENE, who acknowledged
him/herself to be the VICE PRESIDENT of Bank of America, N.A., and that (s)he, as such
VICE PRESIDENT, being authorized so to do, executed the foregoing
instrument 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.



Veronica M. Volkmer

Signature of Person Taking Acknowledgment
Commission Expiration Date:

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REQUESTED BY
Infinity Info
IN OFFICIAL RECORDS OF
DOUGLAS CO., NEVADA

2002 OCT 18 PM 12:13

LINDA SLATER
RECORDER

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BK 1002 PG 08023

\$ 16.00 PAID KJ DEPUTY