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This instrument was prepared by
and after recording return to:

Bank of America, N.A.
Post Closing Review #1255
P.O. Box 2314
Rancho Cordova, CA 95741

(Do not write above this line. This space is reserved for recording)



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

Loan Number: 68180200666899

Reference Number: 033629130420

This Real Estate Subordination Agreement ("Agreement") is executed as of October 1, 2002, by Bank of America, N.A., having an address of: 275 S. Valencia Ave, Brea, CA 92823 ("Subordinator"), in favor of Bank of America, N.A., having an address for notice purposes of: 275 S. Valencia Ave, Brea, CA 92823 ("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) recorded 06/17/1996, executed by CONSTANCE JOAN WENNHOLD AND GEORGE FRANCIS WENNHOLD and which is recorded in Volume/Book 0696, Page 2734, and if applicable, Document Number 390133, 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 CONSTANCE JOAN WENNHOLD, GEORGE FRANCIS WENNHOLD (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 \$65,000.00 (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

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 insure 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:

Chris Levy
CHRIS LEVY

10-1-02
Date

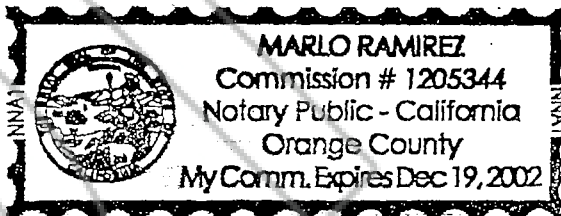
Its: Authorized Officer

Bank of America Acknowledgement:

State/Commonwealth/District of CALIFORNIA
County/City of ORANGE

On October 1, 2002, before me, a Notary Public in and for said State, personally appeared CHRIS LEVY, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies) and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

Marlo Ramirez
Signature of Person Taking Acknowledgement
Commission Expiration Date:



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

2002 OCT 29 AM 11:37

LINDA SLATER
RECORDER

\$15 PAID kg DEPUTY