

APN: 1420-27-801-028
Escrow NO. 113074-JN

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 #: 68181001778499

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

This Real Estate Subordination Agreement ("Agreement") is executed as of 02/04/2003, 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 02/20/2002, executed by JOHN M. ONEILL AND NELLE D. ONEILL, TRUSTEES UNDER DECLARATION OF TRUST DATED DECEMBER 3, 1986

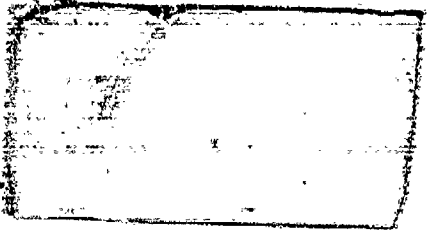
and which is recorded in Volume/Book 302, Page 100, and if applicable, Document Number 536302, of the land records of DOUGLAS County, NV, as same may have been or is to be modified prior hereto or contemporaneously herewith (the "Senior Lien"), encumbering the land described therein (said land and such 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 JOHN M. O'NEILL AND NELLE D. O'NEILL (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

BAM-308MS Old (for use in all states except AL, CA, DC, DE, IN, MA, ME, NC, PA, SD, VA, WA)
00-12-2395NSBW 04-2001

0566916

BK0203PG04430

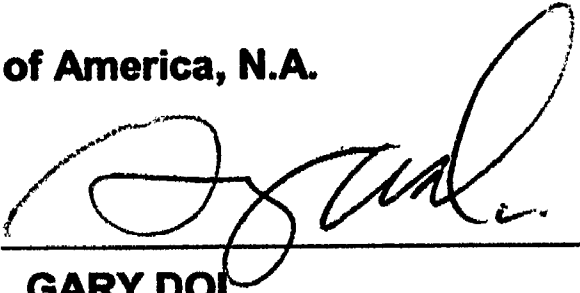


indebtedness described therein including the payment of a promissory note, line of credit agreement or other borrowing agreement made by Borrower and/or others payable to the order of Bank of America in the maximum principal face amount of \$ 240,575.00 (the "Principal Amount"), including provisions 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.


By: GARY DOI Date: 02/04/03
Its: Senior Vice President

Bank of America Acknowledgment:

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

On this the 4TH day of FEBRUARY, 2003, before me, Lizette Cordova, Notary Public
The undersigned officer, personally appeared Gary Doi
Who acknowledged him/herself to be the S.U.P. of Bank of America, N.A.,
and that (s)he, as such
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 Gary Doi . In
witness whereof I hereunto set my hand and official seal.


Signature of Person Taking Acknowledgment
Commission Expiration Date: 7-18-03



BAM-308MS Old (for use in all states except AL, CA, DC, DE, IN, MA, ME, NC, PA, SD, VA, WA)
00-12-2395NSBW 04-2001

0566916 BK0203PG04431

COPY

REQUESTED BY
FIRST CENTENNIAL TITLE CO.
IN OFFICIAL RECORDS OF
DOUGLAS CO., NEVADA

2003 FEB 12 PM 2: 51

WERNER CHRISTEN
RECORDER

s/16⁰⁰ PAID *kj* DEPUTY

0566916
BK0203PG04432

