

REQUESTED BY
WESTERN TITLE COMPANY, INC.
IN OFFICIAL RECORDS OF
DOUGLAS CO., NEVADA

2003 AUG -7 PM 4:04

WERNER CHRISTEN
RECORDER

Werner Christen
PAID *BC* DEPUTY

APN: 1220-22410-214

This instrument was prepared by:
BANK OF AMERICA
21000 NW EVERGREEN PKWY
HILLSBORO, OR 97124

88781-99

After recording return to:
Bank of America Collateral Tracking
9000 Southside Boulevard, Bldg 700
Jacksonville, FL 32256
Account #: 68180200924799

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

This Real Estate Subordination Agreement ("Agreement") is executed as of 07/28/2003, by Bank of America, N.A., having an address of 21000 NW EVERGREEN PKWY, HILLSBORO OR, 97124

("Subordinator"), in favor of Bank of America, N.A., having an address for notice purposes of
Bank of America
4161 Piedmont Parkway
Greensboro, NC 27410

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 05/16/1997, executed by LLOYD WESLEY NICOLL AND PATRICIA LYNNE NICOLL, WHO ARE MARRIED TO EACH OTHER

and which is recorded in Volume/Book 0597, Page 3022, and if applicable, Document Number 0, 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 LLOYD WESLEY NICOLL AND PATRICIA LYNNE NICOLL, HUSBAND AND WIFE AS JOINT TENANTS.

(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 \$ 90,370.00 (the "Principal Amount") [For North Carolina only - bearing interest and payable as therein provided at the maximum rate of 4.625% for a period not to exceed 180 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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(for use in AZ/DC/NC/NV/VA)

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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.

Kathleen Aquino 07/28/2003
By: KATHLEEN AQUINO Date
Its: VICE PRESIDENT

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):

Trustee Name:

Karen Huffman
Witness Signature

KAREN HUFFMAN
Typed or Printed Name

Janine Esch
Witness Signature

JANINE ESCH
Typed or Printed Name

Kathleen Aquino
Trustee Signature

KATHLEEN AQUINO
Typed or Printed Name

Bank of America Acknowledgment:

State/Commonwealth/District of OREGON

County/City of WASHINGTON/ HILLSBORO

On this the 28TH day of JULY, 2003, before me, MARCIA LEBLANC
The undersigned officer, personally appeared KATHLEEN AQUINO,
Who acknowledged him/herself to be the VICE PRESIDENT of Bank of America, N.A., and that (s)he, as
such AUTHORIZED OFFICER,
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.

Marcia LeBlanc

Signature of Person Taking Acknowledgment
Commission Expiration Date: 01/13/2007



Trustee Acknowledgment:

State/Commonwealth/District of OREGON

County/City of WASHINGTON/HILLSBORO

On this the 28TH day of JULY, 2003, before me, MARCIA LEBLANC
The undersigned officer, personally appeared KATHLEEN AQUINO,
Who acknowledged him/herself to be the TRUSTEE of EQUITABLE DEED COMPANY, and that (s)he, as
such AUTHORIZED OFFICER,
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 TRUSTEE. In witness whereof I hereunto set my
hand and official seal.

Marcia LeBlanc

Signature of Person Taking Acknowledgment
Commission Expiration Date: 01/13/2007

