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REQUESTED BY
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IN OFFICIAL RECORDS OF
DOUGLAS CO., NEVADA

2003 SEP -4 PM 12: 29

WERNER CHRISTEN
RECORDER

\$16⁰⁰ PAID *Be* DEPUTY

This instrument was prepared by:

After recording return to:
Bank of America Collateral Tracking
9000 Southside Boulevard, Bldg 700
Jacksonville, FL 32256
Account #: 7064198976

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

This Real Estate Subordination Agreement ("Agreement") is executed as of 08/18/2003, by Bank of America, N.A., having an address of 9000 SOUTHSIDE BLVD, JACKSONVILLE, FL, 32256

("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 07/17/2003, executed by DENNIS CONWAY AND MARCIA CONWAY, HUSBAND AND WIFE AS JOINT TENANTS

and which is recorded in Volume/Book N/A, Page N/A, and if applicable, Document Number 0512560, 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 DENNIS CONWAY AND MARCIA CONWAY, 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 \$ 230,100.00 (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 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: Carolyn S. Blymiller 08/18/03
Date
By: CAROLYN'S BLYMILLER
Its: AVP OPERATIONS MANAGER

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: PRLAP, Inc.

Samantha Nettles
Witness Signature

Samantha Nettles
Typed or Printed Name

Jacob H D
Witness Signature

Jacob Hammond
Typed or Printed Name

Mark W. Peterson
Trustee Signature

Mark W. Peterson
Typed or Printed Name

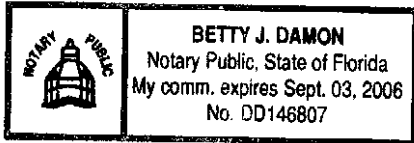
VP, Business Manager

Bank of America Acknowledgment:

State/Commonwealth/District of *Florida*

County/City of *Duval*

On this the *18* day of *August 2003* before me, *Betty J. Damon*
The undersigned officer, personally appeared *Carolyn S. Blymiller*
Who acknowledged him/herself to be the *AVP, Operations Manager* of Bank of America, N.A.,
and that (s)he, as such *AVP*
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 *AVP* . In
witness whereof I hereunto set my hand and official seal.



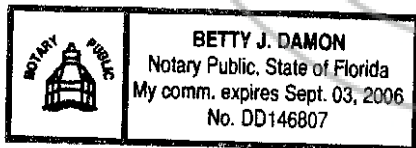
Betty J. Damon
Signature of Person Taking Acknowledgment
Commission Expiration Date: *9/3/06*

Trustee Acknowledgment:

State/Commonwealth/District of *Florida*

County/City of *Duval*

On this the *18* day of *Aug. 2003*, before me, *Betty J. Damon*
The undersigned officer, personally appeared *mark W. Peterson*
Who acknowledged him/herself to be the *VP, Business Manager*, and that (s)he, as
such *VP*
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 *VP* . In
witness whereof I hereunto set my hand and official seal.



Betty J. Damon
Signature of Person Taking Acknowledgment
Commission Expiration Date: *9/3/06*