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REQUESTED BY

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IN OFFICIAL RECORDS OF
DOUGLAS CO., NEVADA

2003 SEP 16 AM 10: 25

WERNER CHRISTEN RECORDER

16 PAID K2 DEPUTY

This instrument was prepared by: JESSE PEREZ BANK OF AMERICA, N.A. 9000 SOUTHSIDE BLVD Jacksonville, FL 32256 After recording return to: Bank of America Collateral Tracking 9000 Southside Boulevard, Bldg 700

Account #: 68181002321299

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

This Real Estate Subordination Agreement ("Agreement") is executed as of 08/27/2003 , 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  $\frac{12}{31}/\frac{2002}{2002}$  executed by MARGARET JOAN MEAGHER

and which is recorded in Volume/Book 0203, Page 08846, and if applicable, Document Number 0567803, 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 MARGARET JOAN MEAGHER

(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 \$ 200,000.00 (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: NINETTE SANGO

08/27/03

Date

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**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:

Witness Signature

/ / I

JESSE PEREZ/ Typeg or Printed Name

Witness Signature

**OSCAR RESTREPO** 

Typed or Printed Name

MARK W PETERSON

Trustee Signature

Typed or Printed Name

## **Bank of America Acknowledgment:**

State/Commonwealth/District of Florida

County/City of Duval

On this the 27th day of August, before me, Jacob Hammond

The undersigned officer, personally appeared Ninette Sango,

Who acknowledged him/herself to be the AVP, Operations Manager of Bank of America, N.A., and that (s)he, as such AVP, Operations Manager,

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, Operations Manager. In witness whereof I hereunto set my hand and official seal.



JACOB HAMMOND

Notary Public, State of Florida My comm. expires July 1, 2007 No. DD228003 Signature of Person Taking Acknowledgment
Commission Expiration Date: 07/01/2007

**Trustee Acknowledgment:** 

State/Commonwealth/District of Florida

County/City of Duval

On this the 27th day of August, before me, Jacob Hammond

The undersigned officer, personally appeared Mark W. Peterson,

Who acknowledged him/herself to be the VP , 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.



JACOB HAMMOND

Notary Public, State of Florida My comm. expires July 1, 2007 No. DD228003 Signature of Person Taking Acknowledgment
Commission Expiration Date: 07/01/2007

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(for use in AZ/DC/NC/NV/VA)