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REQUESTED BY
B of A
IN OFFICIAL RECORDS OF
DOUGLAS CO., NEVADA

2003 SEP 30 AM 11:25

WERNER CHRISTEN
RECORDER

\$ 17.00 PAID Kg DEPUTY

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



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

This instrument was prepared by and after recording returned to:

BANK OF AMERICA COLLATERAL TRACKING
9000 SOUTHSIDE BOULEVARD, BUILDING 700
JACKSONVILLE, FLORIDA 32256
LOAN SOLUTIONS
LOAN#7064802072

This Real Estate Subordination Agreement ("Agreement") is executed as of 09/22/03, by Bank of America, N.A., having an address of 9000 SOUTHSIDE BLVD., BLDG. 700, JACKSONVILLE, FL 32256 ("Subordinator"), in favor of Bank of America, N.A., having an address for notice purposes of 9000 SOUTHSIDE BLVD., BLDG. 700, JACKSONVILLE, FL 32256 ("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) dated 08/28/03, executed by PETER A CLAYPATCH, TRUSTEE OF THE PETER A CLAYPATCH TRUST TRUST DATED 04/02/2002

and which is recorded in Volume/Book ////////////////////, Page ////////////////////, and if applicable, Document Number 03-0568894, of the land records of DOUGLAS County, NEVADA, 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 See Exhibit "A" Attached

Whereas, Bank of America has been requested to make a loan, line of credit or other financial accommodation to PETER A CLAYPATCH, TRUSTEE OF THE PETER A CLAYPATCH TRUST TRUST DATED 04/02/2002

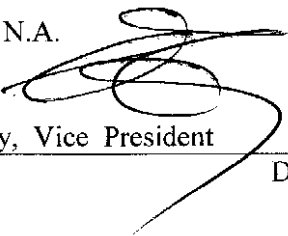
(jointly and severally, "Borrower"), to be secured by, without limitation, either a deed of trust, deed to secure debt or mortgage (the "Junior Lien"), covering, without limitation, the Property and securing the indebtedness described therein including the payment of a promissory note, line of credit 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 \$ 177,500.00 (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 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: Rick Finney, Vice President
Its: _____ Date 9/22/03



Judith A. Thompson

Witness



Maria A. De Natale

Witness

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.

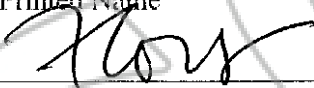
Witness(es):



Witness Signature

Dan M. Soto

Typed or Printed Name

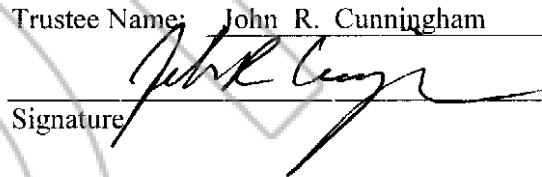


Witness Signature

Guillermo I. Flores

Typed or Printed Name

Trustee Name: John R. Cunningham


Signature

Typed or Printed Name

Signature

Typed or Printed Name

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Customer Name: Peter A. Claypatch

Order Number: 228531

Exhibit "A"

Customer Reference:

The Real Property located in the City of STATELINE, County of DOUGLAS, State of NV.

UNIT A, AS SET FORTH IN THE CONDOMINIUM MAP OF CONDOMINIUM NO. 162", BEING ALL OF LOT 62, TAHOE VILLAGE UNIT NO. 1, FILED OF RECORD NOVEMBER 20, 1979, AS DOCUMENT NO. 38886, OFFICIAL RECORDS OF DOUGLAS COUNTY, STATE OF NEVADA.

TOGETHER WITH AN UNDIVIDED 1/4TH INTEREST IN AND TO THOSE AREAS DESIGNATED AS COMMON AREA AS SET FORTH ON THE CONDOMINIUM MAP OF CONDOMINIUM NO. 52 BEING ALL OF LOT 62, TAHOE VILLAGE UNIT NO. 1, FILED FOR RECORD NOVEMBER 20, 1979, AS DOCUMENT NO. 38886, OFFICIAL RECORDS OF DOUGLAS COUNTY, STATE OF NEVADA.

LEGAL DESCRIPTION TAKEN FROM:
DEED RECORDED 06/21/02, IN BOOK 0602,
AS DOCUMENT NO. 0545357

APN: 1319-30-638-001

End of Description

NOTE: This report contains information from various sources and is not to be interpreted as an OPINION OF TITLE, TITLE GUARANTEE, ABSTRACT OR TITLE INSURANCE POLICY.

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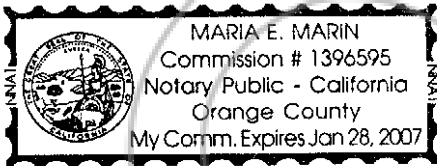
ALL-PURPOSE ACKNOWLEDGMENT

State of California }
County of ORANGE } SS.

On SEP 22 2003 before me, Maria E. Marin
(DATE) (NOTARY)
personally appeared Rick Finney / Vice President
SIGNER(S)

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.

WITNESS my hand and official seal.



Maria E. Marin
NOTARY SIGNATURE
My Comm. Expires Jan 28, 2007

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