

REQUESTED BY
Stewart Title of Douglas County
IN OFFICIAL RECORDS OF
DOUGLAS CO., NEVADA

2003 DEC -8 PM 3:48

WERNER CHRISTEN
RECORDER

\$15⁰⁰ PAID *KJ* DEPUTY

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Bank of America



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

This instrument was prepared by and after recording returned to:

Bank of America, N. A.
Attn: **Shawn Miller**
P. O. Box 9000
Getzville, NY 14068
Account # **6921510811**

This Real Estate Subordination Agreement ("Agreement") is executed as of **November 28, 2003**, by **Bank of America, N.A.**, having an address of, 475 CrossPoint Parkway, Getzville, NY 14068 ("Subordinator"), in favor of **American Brokers Conduit**, having an address for notice of purposes of **1180 Iron Point Road #200 Folsom, CA 95630** ("Junior Lienholder").

Legal Description:

Lot 16, Block G, as said in Lot and Block are shown on the Amended map of Ranchos Estates, filed in the office of the County Recorder of Douglas County, State of Nevada, on October 30, 1972, as Document No. 62493.

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 **October 22, 2002**, executed by **James P. Mickler and Sherle L. Mickler** and which is recorded in Volume/Book **1002, Page 12224-12238**, and if applicable, Document Number **556052**, of the land records of **Douglas County, Texas**, 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, Junior Lienholder has been requested to make a loan, line of credit or other financial accommodation to **James P. Mickler and Sherle L. Mickler**, (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 **American Brokers Conduit**, in the maximum principal face amount of **\$133,500.00** (the "Principal Amount") [For North Carolina only – bearing interest and payable as therein provided at the maximum rate of *n/a* for a period not to exceed *n/a* months], including provisions for acceleration and payment of collection costs (the "Obligation"); and

Whereas, Junior Lienholder requires, as a condition to the making of the Obligation, that the Junior Lien will be a superior lien;

Now Therefore, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, and with the understanding by Subordinator that Junior Lienholder will rely hereon in making the Obligation, Subordinator agrees and covenants that the Senior Lien and the rights of Subordinator thereunder and all other rights of Subordinator now or hereafter existing in or with respect to the property are hereby subordinated, and are and shall remain completely and unconditionally subordinate to the Junior Lien and the rights of Junior Lienholder thereunder regardless of the frequency or manner of renewal, extension, consolidation or modification of the Junior Lien and/or the Obligation

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This Subordination Agreement is limited to an amount of \$133,500.00, which is the original amount of the Junior Lienholder's principal balance; plus interest and any additional amounts advanced pursuant to the provision of said security instrument for payment of insurance premiums, taxes, cost of collection or protection of the value of the Property or Junior Lienholder's rights in the Property. This Agreement shall insure to the benefit of Junior Lienholder and be binding upon Subordinator, its successors and assigns and shall be binding upon any purchaser (at foreclosure or otherwise) of the Property or any part thereof, and their respective heirs, personal representatives, successors and assigns.

Bank of America, N.A.

By: Jacqueline M. Panaro 12/1/03 Date
Its: Officer
Jacqueline M. Panaro

Bank of America, N.A. Acknowledgement:

State of New York }
 } SS.:
County of Erie }

On the 1 day of ~~November~~ December in the year 2003, before me, the undersigned, a notary public in and for said State, personally appeared Jacqueline M. Panaro, Officer, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(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 capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person on behalf of which the individual(s) acted, executed the instrument.

SEAL

Kristen Nieth
Notary Public KRISTEN NIETHE
Notary Public, State of New York
Qualified in Niagara County
Reg. No. 01NI5080367
My Commission Expires 6-16-07

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