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REQUESTED BY  
*1st American Title*  
IN OFFICIAL RECORDS OF  
DOUGLAS CO., NEVADA

APN# 121914-002-019

2003 DEC 24 AM 11:29

WERNER CHRISTEN  
RECORDER

\$16<sup>08</sup> PAID *KJ* DEPUTY

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



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

This instrument was prepared by and after recording returned to

✓ *1867424* and send tax statement to:  
Bank of America, N.A.  
2700 Mercantile Road Suite 800  
Rancho Cordova, CA 95742-6574

Account # 68181000398099

Recording Requested by  
First American Title Insurance Co.

This Real Estate Subordination Agreement ("Agreement") is executed as of August 19, 2003, by Bank of America, N.A., having an address of, P O Box 26865; Richmond, VA 23261-7025 ("Subordinator"), in favor of GMAC Mortgage, having an address for notice of purposes of \_\_\_\_\_ ("Junior Lienholder").

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 March 15, 2000, executed by Jack Hall and Cheryl Hall, married to each other and which is recorded in Volume/Book 0400, Page 0516, and if applicable, Document Number n/a, 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

Whereas, Junior Lienholder has been requested to make a loan, line of credit or other financial accommodation to Jack Hall and Cheryl Hall, married to each other (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 GMAC Mortgage in the maximum principal face amount of \$114,000.00 (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;

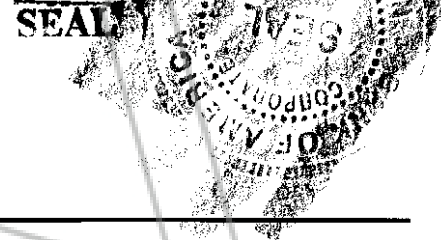
Now Therefore, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, and with the understanding by Subordinator that Junior Lienholder will rely hereon in making the Obligation, Subordinator agrees and covenants that the Senior Lien and the rights of Subordinator 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.

*See* EXHIBIT "A"

This Subordination Agreement is limited to an amount of **\$114,000.00**, 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 inure 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.

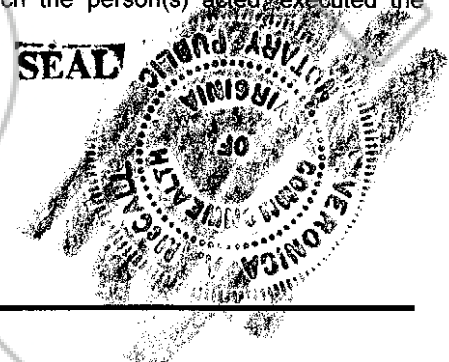
By: Yvonne Geissberger Date: August 19, 2003  
YVONNE GEISSBERGER  
Its: AUTHORIZED OFFICER



**Bank of America, N.A. Acknowledgement:**  
Commonwealth of Virginia  
Henrico County / City of Richmond

On August 19, 2003, before me, a notary public in and for said State, personally appeared YVONNE GEISSBERGER, 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.

Neronic A McCall  
Signature of Person Taking Acknowledgement  
Commission Expiration Date:



My Commission Expires  
October 31, 2006

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EXHIBIT "A"

LEGAL DESCRIPTION

A PARCEL OF LAND RECORDED IN BOOK 290, PAGE 2149 AS DOCUMENT #220284 PER THE OFFICIAL RECORDS OF DOUGLAS COUNTY, SHOWN AS PARCEL #1 AND PARCEL #2, BEING LOCATED WITHIN A PORTION OF THE SOUTHWEST ONE-QUARTER OF SECTION 14, TOWNSHIP 12 NORTH, RANGE 19 EAST, MOUNT DIABLO BASELINE AND MERIDIAN, DOUGLAS COUNTY, NEVADA; BEING FURTHER DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF SAID PARCEL #1; THENCE NORTH 38° 42' 35" WEST ON THE WESTERLY LINE OF SAID PARCEL, SAID LINE BEING ALSO EASTERLY RIGHT-OF-WAY FOR FOOTHILL ROAD, A DISTANCE OF 386.00 FEET; THENCE NORTH 70° 36' 50" EAST ON THE NORTHERLY LINE OF SAID PARCEL #1 AND PARCEL #2 A DISTANCE OF 151.10 FEET; THENCE SOUTH 27° 40' 07" EAST ACROSS THE NORTHWESTERLY CORNER OF SAID PARCEL #2 A DISTANCE OF 123.19 FEET TO A POINT ON THE PROPERTY LINE BETWEEN SAID PARCELS; THENCE SOUTH 38° 42' 35" EAST ON SAID PROPERTY LINE 30.65 FEET; THENCE ACROSS THE SOUTHEASTERLY CORNER OF SAID PARCEL #1 THE FOLLOWING TWO COURSES:

SOUTH 35° 53' 42" EAST, A DISTANCE OF 152.33 FEET; SOUTH 05° 37' 25" EAST, A DISTANCE OF 50.00 FEET TO A POINT ON THE SOUTHERLY LINE OF SAID PARCEL #1, SAID LINE BEING ALSO THE NORTHERLY RIGHT-OF-WAY FOR DIORITE COURT; THENCE SOUTH 57° 47' 32" WEST ON SAID LINE 84' 77 FEET TO THE OF BEGINNING.

SAID ADJUSTED PARCEL CONTAINS 44,259 SQUARE FEET, MORE OR LESS, SUBJECT TO ALL EXISTING EASEMENTS, WHETHER OF RECORD OR NOT.

THE ABOVE METES AND BOUNDS DESCRIPTION APPEARED PREVIOUSLY IN THAT CERTAIN DOCUMENT RECORDED ON JUNE 8, 1993 IN BOOK 0693, PAGE 1494, AS INSTRUMENT NO. 30920.

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BK 1203 PG 11532