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APN # 1420-28-211-002

Recording Requested by:

Name Bank of America

Address 9000 Southside Blvd, Bldg. 700

City/State/Zip Jacksonville, Florida 32256

Prepared by: Beth Rowe

REQUESTED BY  
BoFA  
IN OFFICIAL RECORDS OF  
DOUGLAS CO., NEVADA

2004 MAR -8 AM 11:40

WERNER CHRISTEN  
RECORDER

\$ 17.00 PAID KJ DEPUTY

(for Recorder's use only)

DEED OF TRUST  
(Title of Document)

This page added to provide additional information required by NRS 111.312 Sections 1-2.  
(Additional recording fee applies)

This cover page must be typed or printed.

0606612

BK0304PG03383

This instrument was prepared by:  
Beth Rowe  
Bank of America  
9000 Southside Blvd., Bldg. 700  
Jacksonville, FL 32256

After recording return to:

Bank of America Collateral Tracking  
9000 Southside Boulevard, Bldg 700  
Jacksonville, FL 32256  
Account #: 68181001455999

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

This Real Estate Subordination Agreement ("Agreement") is executed as of 02/26/2004, 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 09/09/2003, executed by Richard Turnbow and Tricia A. Turnbow

and which is recorded in Volume/Book N/A, Page N/A, and if applicable, Document Number 03-589238, 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 Richard Turnbow and Tricia A. Turnbow (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 \$ 120,000.00 (the "Principal Amount") 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.**

Pamela E. Sinclair 02/26/04  
By: Pamela E. Sinclair Date  
Its: AVP of Loan Solutions

**The following states must have Trustee sign Subordination Agreement: DC, 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.**

Beth Rowe  
Witness Signature

Anabel Smith  
Trustee Signature

Beth Rowe  
Typed or Printed Name

Anabel Smith VP  
Typed or Printed Name

Kim Diaz  
Witness Signature

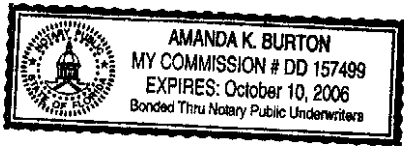
Kim Diaz  
Typed or Printed Name

**Bank of America Acknowledgment:**

State/Commonwealth/District of Florida

County/City of Duval

On this the 26th day of February 2004, before me, Amanda K. Burton  
The undersigned officer, personally appeared Pamela E. Sinclair,  
Who acknowledged him/herself to be the AVP of Loan Solutions of Bank of America, N.A., and that (s)he,  
as such AVP of Loan Solutions,  
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 of Loan Solutions. In witness whereof I  
hereunto set my hand and official seal.



*Amanda K. Burton*

**Signature of Person Taking Acknowledgment**  
Commission Expiration Date: 10/10/06

**Trustee Acknowledgment:**

State/Commonwealth/District of Florida

County/City of Duval

On this the 26<sup>th</sup> day of February 2004, before me, Amanda K. Burton  
The undersigned officer, personally appeared Anabel Smith,  
Who acknowledged him/herself to be the VP of Loan Solutions, and that (s)he, as such VP of Loan  
Solutions,  
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 of Loan Solutions. In witness whereof I  
hereunto set my hand and official seal.



*Amanda K. Burton*

**Signature of Person Taking Acknowledgment**  
Commission Expiration Date: 10/10/06