

REQUESTED BY  
**WESTERN TITLE COMPANY, INC.**

IN OFFICIAL RECORDS OF  
DOUGLAS CO., NEVADA

2004 MAR 11 AM 11:47

WERNER CHRISTEN  
RECORDER

\$16<sup>00</sup> PAID OF DEPUTY

A.P.N. 1418-34-210-004

This instrument was prepared by:  
|  
21000 NW EVERGREEN PARKWAY  
HILLSBORO OR 97124

89569-09

After recording return to:  
Bank of America Collateral Tracking  
9000 Southside Boulevard, Bldg 700  
Jacksonville, FL 32256  
Account #: 68181002595999

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

This Real Estate Subordination Agreement ("Agreement") is executed as of 03/03/2004, by Bank of America, N.A., having an address of 21000 NW EVERGREEN PARKWAY HILLSBORO OR 97124

("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 06/16/2003, executed by ALILAN C BISBEE AND DIANE P BISBEE, MARRIED TO EACH OTHER AND ALLAN C BISBEE AND DIANE P BISBEE, TRUSTEES OF THE A & D BISBEE 1993 TRUST

and which is recorded in Volume/Book 0803, Page 12847, and if applicable, Document Number 0587578, 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 ALLAN C BISBEE AND DIANE P BISBEE, TRUSTEES OF THE A & D BISBEE 1993 TRUST, DATED 06/03/1993


(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 \$ 755,000.00 (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

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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.**

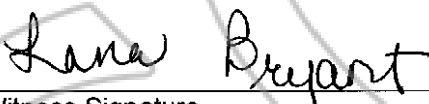
  
By: LAURIE BRAAKSMA Date: 03/03/2004  
Its: VICE PRESIDENT

**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):**

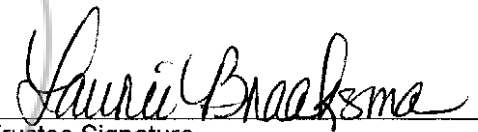
**Trustee Name: PRLAP, Inc.**

  
Witness Signature

Lana Bryant  
Typed or Printed Name

  
Witness Signature

Kristi More  
Typed or Printed Name

  
Trustee Signature

Laurie Braaksma  
Typed or Printed Name

**Bank of America Acknowledgment:**

State/Commonwealth/District of OREGON

County/City of WASHINGTON

On this the 3RD day of MARCH 2004, before me, *Katherine J. McWilliams*  
The undersigned officer, personally appeared LAURIE BRAAKSMA,  
Who acknowledged him/herself to be the VICE PRESIDENT of Bank of America, N.A., and that (s)he, as  
such *Authorized officer*  
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 VICE PRESIDENT. In witness whereof I hereunto  
set my hand and official seal.



*Katherine J. McWilliams*  
Signature of Person Taking Acknowledgment  
Commission Expiration Date: *10-16-05*

**Trustee Acknowledgment:**

State/Commonwealth/District of OREGON

County/City of WASHINGTON

On this the 3RD day of MARCH 2004, before me, *Katherine J. McWilliams*  
The undersigned officer, personally appeared LAURIE BRAAKSMA,  
Who acknowledged him/herself to be the VICE PRESIDENT of *PRAP* and that (s)he, as such  
*Authorized officer*  
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 VICE PRESIDENT. In witness whereof I hereunto  
set my hand and official seal.



*Katherine J. McWilliams*  
Signature of Person Taking Acknowledgment  
Commission Expiration Date: *10-16-05*