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REQUESTED BY

B of A

IN OFFICIAL RECORDS OF DOUGLAS CO., NEVADA

2004 APR 12 PM 2:43

WERNER CHRISTEN
RECORDER

\$17.00 PAID kg DEPUTY

This instrument was prepared by:

Bank of America
9000 southside Blvd
Jacksonville, FL
32256

After recording return to:

Bank of America Collateral Tracking
9000 Southside Boulevard, Bldg 700
Jacksonville, FL 32256
Account #: 6818 0201 469599 / 7066276515

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

This Real Estate Subordination Agreement ("Agreement") is executed as of 03/31/2004 , 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 01/10/2000, executed by JAMES L. RICHARDSON

and which is recorded in Volume/Book NA, Page NA, and if applicable, Document Number 484108, of the land records of DOUGLAS County, AZ, 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 JAMES L. RICHARDSON (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 \$ 81,011.00 (the "Principal Amount") [For North Carolina only - bearing interest and payable as therein provided at the maximum rate of 4.875% for a period not to exceed 180 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

Customer Name: James Richardson

Order Number: 402326

Exhibit "A"

Customer Reference:

The Real Property located in the City of GARDNERVILLE, County of DOUGLAS, State of NV.
SITUATE IN A PORTION OF SECTION 26, TOWNSHIP 12 NORTH, RANGE 19 EAST M.D.B.&M. FURTHER
DESCRIBED AS FOLLOWS:

PARCEL 1A AS SET FORTH ON PARCEL MAP FOR MATTHEW C. BENSON RECORDED IN THE OFFICE OF THE
COUNTY RECORDER OF DOUGLAS COUNTY, STATE OF NEVADA ON JULY 16, 1981, IN BOOK 781, PAGE 1136,
DOCUMENT NO. 58300.

TOGETHER WITH A PORTION OF PARCEL 2 OF THE MEGAH PARCEL MAP, DOCUMENT NO. 37071 OF THE
DOUGLAS COUNTY RECORDER'S OFFICE, WITHIN SECTION 26, TOWNSHIP 12 NORTH, RANGE 19 EAST,
M.D.B.&M., DOUGLAS COUNTY, NEVADA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF PARCEL 2 AS SHOWN ON SAID MCGAH PARCEL MAP; THENCE
NORTH 81 DEGREES 45 MINUTES 58 SECONDS EAST, ALONG THE NORTH LINE OF SAID PARCEL 2, 460.74 FEET
TO THE NORTHEAST CORNER OF SAID PARCEL 2, BEING ON THE SOUTHWESTERLY RIGHT-OF-WAY LINE OF
FOOTHILL ROAD; THENCE 44.95 FEET ALONG THE ARC OF THE CURVE TO THE LEFT, BEING ON SAID
SOUTHWESTERLY RIGHT-OF-WAY LINE, HAVING A CENTRAL ANGLE OF 01 DEGREES 15 MINUTES 45 SECONDS
AND A RADIUS OF 2040.00 FEET, (CHORD BEARS SOUTH 35 DEGREES 43 MINUTES 04 SECONDS EAST, 44.95
FEET); THENCE SOUTH 57 DEGREES 00 MINUTES 30 SECONDS WEST, 56.79 FEET; THENCE SOUTH 83
DEGREES 34 MINUTES 12 SECONDS WEST, 437.86 FEET TO A POINT ON THE WESTERLY LINE OF SAID PARCEL
2; THENCE NORTH 00 DEGREES 08 MINUTES 40 SECONDS WEST, ALONG SAID WESTERLY LINE, 50.00 FEET TO
THE POINT OF BEGINNING.

FURTHER REFERENCE IS MADE TO RECORD OF SURVEY RECORDED OCTOBER 17, 1986, IN BOOK 1086, PAGE
2331, DOCUMENT NO. 143235 OF OFFICIAL RECORDS OF DOUGLAS COUNTY, NEVADA.

LEGAL DESCRIPTION TAKEN FROM:
DEED RECORDED: 01-10-00
AS INSTRUMENT NO.: 484108

APN: 1219-26-001-017

End of Description

Per NRS 111.312 this legal description was prepared by Kathleen Curotto
whose mailing address is Bank of America, 2299 West Obispo Avenue, Gilbert,
AZ 852333410

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.

0609964

BK0404PG05079

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: *Joanne Sango* 03/31/2004
Date
Its: AVP Loan Solutions

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):

Trustee Name:

Evelyn O. Ermitano
Witness Signature

Trustee Signature

Evelyn O. Ermitano
Typed or Printed Name

PAMELA E. SINCLAIR
Typed or Printed Name

Little Hyman
Witness Signature

LITTLE HYMAN
Typed or Printed Name

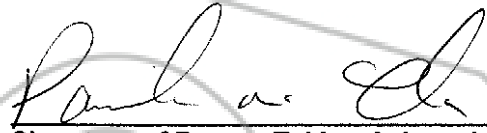
Bank of America Acknowledgment:

State/Commonwealth/District of Florida

County/City of Duval

On this the 31st day of March, 2004, before me, Pamela N. Ellis
The undersigned officer, personally appeared JOANNE SANGO,
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.

PAMELA N. ELLIS
NOTARY PUBLIC - STATE OF FLORIDA
COMMISSION # CC988425
EXPIRES 12/17/2004
BONDED THRU 1-888-NOTARY1


Signature of Person Taking Acknowledgment
Commission Expiration Date: 10/17/2006


Trustee Acknowledgment:

State/Commonwealth/District of Florida

County/City of Duval

On this the 31st day of March, 2004, before me, Pamela N. Ellis
The undersigned officer, personally appeared PAMELA E. SINCLAIR,
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 AVP of Loan Solutions. In witness whereof I
hereunto set my hand and official seal.

PAMELA N. ELLIS
NOTARY PUBLIC - STATE OF FLORIDA
COMMISSION # CC988425
EXPIRES 12/17/2004
BONDED THRU 1-888-NOTARY1


Signature of Person Taking Acknowledgment
Commission Expiration Date: 10/17/2006