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REQUESTED BY  
B of A  
IN OFFICIAL RECORDS OF  
DOUGLAS CO., NEVADA

2004 MAY 12 AM 8:51

WERNER CHRISTEN  
RECORDER

s/16 PAID KJ DEPUTY

This instrument was prepared by:  
Marie Corbitt/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 #: 68181001206299/7066512646

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

**THIS SUBORDINATION AGREEMENT ("MAY RESULT" OR "RESULTS") IN YOUR SECURITY INTEREST IN THE PROPERTY BECOMING SUBJECT TO AND OF LOWER PRIORITY THAN THE LIEN OF SOME OTHER OR LATER SECURITY INSTRUMENT.**

This Real Estate Subordination Agreement ("Agreement") is executed as of 04/26/2004, by Bank of America, N.A., having an address of 9000 Southside Blvd. Bldg. 700, 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 06/08/2001, executed by Leslie J Kynett and Joanne Kynett

and which is recorded in Volume/Book 0601, Page 5150, and if applicable, Document Number 0516771, 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 Leslie J Kynett and Joanne Kynett (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 \$ 181,520.00 (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.**

By: Carolyn S Blymiller AVP 04/26/04  
Date  
Its: AVP

**Bank of America Acknowledgment:**

State FL

County of Duval

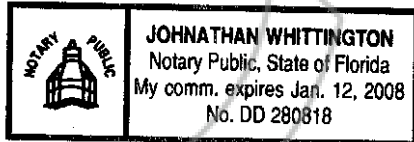
On 04/26/04 before me, THE UNDERSIGNED, a Notary Public in and for said State, personally appeared Carolyn S Blymiller

, personally known to me to be the person(s) whose name is/are subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity and that by his/her/their signature(s) on the instrument, the person(s), or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

**Johnathan Whittington**

Johnathan Whittington  
Signature of Person Taking Acknowledgment  
Commission Expiration Date: 01/12/2008



Customer Name: Leslie J. Kynett and Joanne I

Order Number: 414031

## Exhibit "A"

### Customer Reference:

The Real Property located in the City of GENOA, County of DOUGLAS, State of NV.

A PARCEL OF LAND LOCATED WITHIN A PORTION OF THE NORTH ONE-HALF OF THE SOUTHEAST ONE-QUARTER OF SECTION 9, TOWNSHIP 13 NORTH, RANGE 19 EAST, MDM, DOUGLAS COUNTY, NEVADA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A 1/2 INCH IRON PIPE AND CAP AT THE NORTHWESTERLY CORNER OF THE DEHART PARCEL AS SHOWN ON THE RECORD OF SURVEY FOR SONIA DEHART, DOCUMENT NO. 46263 OF THE DOUGLAS COUNTY RECORDER'S OFFICE AND ALSO BEING THE NORTHWESTERLY CORNER OF THE LESLIE J. AND JOANNE KYNETT PARCELS RECORDED IN BOOK 997 AT PAGE 5120, DOCUMENT NO. 422516 OF THE DOUGLAS COUNTY RECORDS, SAID POINT BEARS N. 03 DEG. 42 MIN. 16 SEC. W., 694.04 FEET FROM THE SOUTHEAST ONE-SIXTEENTH CORNER OF SECTION 9, AS SHOWN ON THE RECORD OF SURVEY FOR THE UNITED STATES FOREST OFFICE, DOCUMENT NO. 2121937 OF THE DOUGLAS COUNTY RECORDER'S OFFICE, AND BEING AN ALUMINUM CAP STAMPED RLS 3209;

THENCE N. 89 DEG. 47 MIN. 34 SEC. E., ALONG THE NORTHERLY LINE OF SAID DEHART PARCEL, 214.18 FEET TO THE NORTHEASTERLY CORNER THEREOF AND BEING A 5/8 INCH REBAR AND PLASTIC CAP STAMPED PLS 3090;

THENCE S. 02 DEG. 20 MIN. 33 SEC. E., ALONG THE EASTERLY LIEN OF SAID DEHART PARCEL, 100.08 FEET TO A 5/8 INCH REBAR AND PLASTIC CAP STAMPED PLS3090;

THENCE S. 89 DEG. 49 MIN. 53 SEC. W., 255.14 FEET TO A POINT ON THE WESTERLY LINE OF SAID DEHART PARCEL AND BEING A 1/2 INCH REBAR;

THENCE N. 20 DEG. 14 MIN. 51 SEC. E., ALONG SAID WESTERLY LINE, 106.56 FEET TO THE POINT OF BEGINNING.

LEGAL DESCRIPTION TAKEN FROM:  
DEED RECORDED MAY 1, 2001, IN BOOK 0501 AS DOCUMENT 0128.

APN: 1319-09-702-042

End of Description

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