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

2004 MAY 14 PM 2:48

WERNER CHRISTEN
RECORDER

\$ 16.00 PAID KJ DEPUTY

This instrument was prepared by:
Jessica Seymour/ 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 #: 68181002375699/7066597324

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

This Real Estate Subordination Agreement ("Agreement") is executed as of 05/05/2004, 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 02/10/2003, executed by DIANNE JEANNETT COOK AND NICOLE SHAMROCK

and which is recorded in Volume/Book _____, Page _____, and if applicable, Document Number 03602175, 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 DIANNE JEANNETT COOK AND NICOLE SHAMROCK (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

BAM-308MS Old

(for use in all states except AL, AZ, CA, DC, DE, GA, HI, IN, MA, ME, NC, NV,

00-12-2395NSBW 02-2004

0613202 PA, SC, SD, VA)


BK0504 PG06659

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 \$ 87,146.00 (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: DEBRA S BROWN Date 5/5/04
Its: AVP OPERATIONS MANAGER

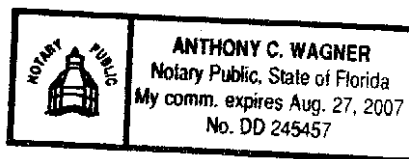
Bank of America Acknowledgment:

State/Commonwealth/District of FLORIDA

County/City of DUVAL

On this the 5TH day of MAY, 04, before me, ANTHONY C WAGNER
The undersigned officer, personally appeared DEBRA S BROWN,
Who acknowledged him/herself to be the AVP OPERATION MANAGER of Bank of America, N.A., and
that (s)he, as such AVP,
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. In witness whereof I hereunto set my hand
and official seal.


Signature of Person Taking Acknowledgment
Commission Expiration Date: 8/27/07



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PA, SC, SD, VA)

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Customer Name: Dianne Cook and Nicole Sha

Order Number: 417902

Exhibit "A"

Customer Reference:

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

A PARCEL OF LAND BEING A PORTION OF THAT CERTAIN PARCEL AS DESCRIBED IN BOOK C-1 OF DEEDS AT PAGE 468, RECORDS OF DOUGLAS COUNTY, NEVADA AND BEING WHOLLY WITHIN THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 26, TOWNSHIP 13 NORTH, RANGE 18 EAST, M.D.B.&M., AND BEING FURTHER DESCRIBED AS FOLLOWS:

COMMENCING AT THE 1/4 CORNER COMMON TO SECTION 23 AND 26; THENCE ALONG THE SECTION LINE COMMON TO SAID SECTIONS, NORTH 69 DEG. 46 MIN. WEST, 491.40 FEET; THENCE SOUTH 00 DEG. 08 MIN. WEST, 319.57 FEET TO A 3/4 INCH REBAR AND THE TRUE POINT OF BEGINNING; THENCE CONTINUING SOUTH 00 DEG. 08 MIN. WEST, 103.00 FEET TO A SPIKE AND TIN SET IN ASPHALT; THENCE SOUTH 67 DEG. 51 MIN. WEST, 67.81 FEET TO A 5/8 INCH REBAR; THENCE NORTH 89 DEG. 52 MIN. WEST, 101.05 FEET TO A 5/8 INCH REBAR; THENCE NORTH 00 DEG. 08 MIN. EAST, 62.00 FEET TO A 1/2 INCH REBAR; THENCE NORTH 67 DEG. 58 MIN. 22 SEC. EAST, 176.86 FEET TO THE POINT OF BEGINNING.

APN: 1318-26-101-040

End of Description

NOTE: This report contains information from various sources and is not to be interpreted as an
GUARANTEE, ABSTRACT OR TITLE INSURANCE POLICY.

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