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REQUESTED BY

B of A

IN OFFICIAL RECORDS OF
DOUGLAS COUNTY, NEVADA

2004 MAY 14 PM 2:55

WERNER CHRISTEN
RECORDER

\$ 42⁵⁰ PAID Kg DEPUTY

This instrument was prepared by:
Melody Lee/Bank of America
9000 Southside Boulevard
Jacksonville, FL 32256

After recording return to:
Bank of America Collateral Tracking
9000 Southside Boulevard, Bldg 700
Jacksonville, FL 32256
Account #: 68180201189299 Ln 7066616736

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

This Real Estate Subordination Agreement ("Agreement") is executed as of 05/03/2004, by Bank of America, N.A., having an address of 9000 Southside Boulevard 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 03/20/1998, executed by DENNIS MURPHY AND KITTY MURPHY, WHO ARE MARRIED TO EACH OTHER

and which is recorded in Volume/Book n/a, Page n/a, and if applicable, Document Number 0459725, of the land records of Clark 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 DENNIS MURPHY AND KITTY MURPHY, WHO ARE MARRIED TO EACH OTHER (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 \$ 259,890.00 (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: Joanne Sango 5/3/04
Date
Its: AVP of Loan Solutions

The following states must have Trustee sign Subordination Agreement: 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.

Melody Lee
Witness Signature

Melody Lee
Typed or Printed Name

Ecole Lewis
Witness Signature

Ecole Lewis
Typed or Printed Name

Pamela E. Sinclair
Trustee Signature

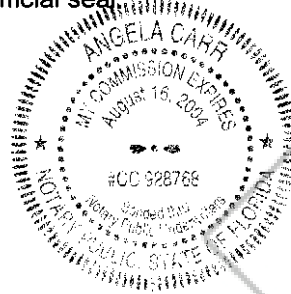
Pamela E. Sinclair AVP
Typed or Printed Name

Bank of America Acknowledgment:

State/Commonwealth/District of Florida

County/City of Duval

On this the 3rd day of May 2004, before me, Angela Carr
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.



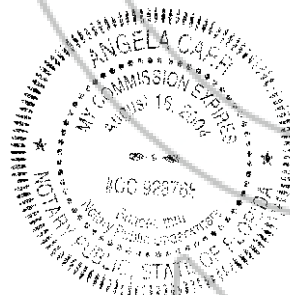
Angela Carr
Signature of Person Taking Acknowledgment
Commission Expiration Date: 8/16/2004
Angela Carr

Trustee Acknowledgment:

State/Commonwealth/District of Florida

County/City of Duval

On this the 3rd day of May 2004, before me, Angela Carr
The undersigned officer, personally appeared Pamela E. Sinclair ,
Who acknowledged him/herself to be the AVP of Loan Solutions, 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.



Angela Carr
Signature of Person Taking Acknowledgment
Commission Expiration Date: 8/16/2004
Angela Carr

Customer Name: Dennis Murphy and Kitty A. I

Order Number: 418129

Exhibit "A"

Customer Reference:

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

A PORTION OF THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 23, TOWNSHIP 12 NORTH, RANGE 19 EAST, M.D.B.&M., DOUGLAS COUNTY, NEVADA, FURTHER DESCRIBED AS FOLLOWS:

PARCEL 4-D-1 OF PARCEL MAP NO. 2 FOR W & W ENTERPRISES, RECORDED JUNE 24, 1991 IN BOOK 691 OF OFFICIAL RECORDS AT PAGE 3493, AS DOCUMENT NO. 253523.

LEGAL DESCRIPTION TAKEN FROM:
DEED RECORDED 08/30/96 AS DOCUMENT NO. 0395584

APN: 1219-23-001-006

End of Description

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.

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