

17

REQUESTED BY

Box 14

IN OFFICIAL RECORDS OF
DOUGLAS CO., NEVADA

2004 OCT 27 AM 9:32

WERNER CHRISTEN
RECORDER

\$ *1200* PAID *BE* 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 #: 68180200602899 / 3300925686

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

This Real Estate Subordination Agreement ("Agreement") is executed as of 10/18/2004, 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 04/04/1996, executed by GEORGE H WATTERSONB AND TOYO WATTERSON

and which is recorded in Volume/Book NA, Page NA, and if applicable, Document Number 385034, 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 GEORGE H WATTERSONB AND TOYO WATTERSON (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 \$ 46,755.00 (the "Principal Amount") [For North Carolina only - bearing interest and payable as therein provided at the maximum rate of 5.375% 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

BAM-308A Old
91-12-2395NSBW 04-2003

0627751

(for use in AZ/DC/NC/NV/VA)

BK1004PG11283

Exhibit "A"

The land referred to in this policy is situated in the State of **California**, County of **LOS ANGELES**, City of **HUNTINGTON PARK** and described as follows:

PARCEL 1:

AN UNDIVIDED 1/64TH INTEREST IN LOT 2 OF TRACT 51900, IN THE CITY OF HUNTINGTON PARK, AS PER MAP RECORDED IN BOOK 1223, PAGES 8 AND 9 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

EXCEPT UNITS 101 THROUGH 116, INCLUSIVE, 201 THROUGH 216, INCLUSIVE, 301 THROUGH 316, INCLUSIVE, AND 401 THROUGH 416 INCLUSIVE, AS SHOWN AND DEFINED ON THE CONDOMINIUM PLAN RECORDED JUNE 11, 1997 AS INSTRUMENT NO. 97-868649.

ALSO EXCEPTING AND RESERVING THEREFROM EXCLUSIVE EASEMENTS FOR PARKING PURPOSES OVER THOSE PORTIONS OF SAID LOT 2 SHOWN AND DEFINED AS "EXCLUSIVE USE COMMON AREA" ON THE CONDOMINIUM PLAN REFERRED TO ABOVE.

PARCEL 2:

UNIT 203 AS SHOWN AND DEFINED ON THE CONDOMINIUM PLAN REFERRED TO ABOVE.

PARCEL 3:

AN EXCLUSIVE EASEMENT, APPURTENANT TO PARCEL 1 ABOVE, FOR ALL USES AND PURPOSES OF A PARKING SPACE OVER AND ACROSS THAT PORTION OF LOT 2 OF TRACT 51900 SHOWN AND DEFINED AS "EXCLUSIVE USE COMMON AREA" 91- P AND 92- P ON THE CONDOMINIUM PLAN REFERRED TO ABOVE.

PARCEL 4:

A NON-EXCLUSIVE EASEMENT, APPURTENANT TO PARCEL 1 ABOVE, FOR INGRESS AND EGRESS OVER AND ACROSS THAT PORTION OF LOT 1 SHOWN AND DEFINED ON THE RECORDED MAP FOR TRACT 51900.

APN #: **6322-025-080**

0627751

BK1004PG11284

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.

Pamela E Sinclair 10/18/2004
By: PALMELA E SINCLAIR Date
Its: AVP of 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

Evelyn O. Ermitano
Typed or Printed Name

Nicole Hall
Witness Signature

NICOLE HALL
Typed or Printed Name

Tammie M. Trivett
Trustee Signature

TAMMIE TRIVETT
Typed or Printed Name

Bank of America Acknowledgment:

State/Commonwealth/District of Florida

County/City of Duval

On this the 18TH day of OCTOBER, 2004, before me, WILLIE TAYLOR JR
The undersigned officer, personally appeared PAMELA E SINCLAIR,
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.



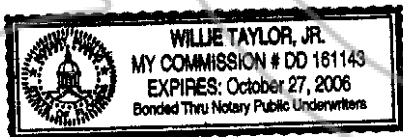
Willie Taylor Jr
Signature of Person Taking Acknowledgment
Commission Expiration Date: 10/27/2006
Willie Taylor Jr

Trustee Acknowledgment:

State/Commonwealth/District of Florida

County/City of Duval

On this the 18th day of OCTOBER 2004, before me, WILLIE TAYLOR JR
The undersigned officer, personally appeared TAMMIE TRIVETT,
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.



Willie Taylor Jr
Signature of Person Taking Acknowledgment
Commission Expiration Date: 10/27/2006
Willie Taylor Jr