

REQUESTED BY
Stewart Title of Douglas County
IN OFFICIAL RECORDS OF
DOUGLAS CO., NEVADA

2004 DEC 14 PM 3:38

WERNER CHRISTEN
RECORDER

\$15⁰⁰ PAID *KJ* DEPUTY

APN 1420-28-110-025

(Do not write above this line. This space is reserved for recording.)

#68181002459599

Bank of America



Real Estate Subordination Agreement
(Bank of America to Third Party)

This instrument was prepared by and after recording return to:

Bank of America, N.A.
P.O. Box 26865
Richmond, VA 23261-7025
Attn: Portfolio Administration

This Real Estate Subordination Agreement ("Agreement") is executed as of 11/22/2004, by **Bank of America, N.A.**, formerly known as NationsBank, N.A. ("Bank of America"), having an address of P.O. Box 26865 Richmond, VA 23261-7025 ("Subordinator"), in favor of **NATIONAL BANK OF KANSAS CITY ITS SUCCESSORS AND/OR ASSIGNS**, having an address for notice purposes of 10740 NALL AVE SUITE 300 OVERLAND PARK, KS 66211 (Junior Lienholder).

Whereas, Bank of America 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 4/29/2003, executed by **BRYAN B. DAVIS AND CATHERINE M. ANTONELLO, WHO ACQUIRED TITLE AS CATHERINE A. DAVIS, MARRIED TO EACH OTHER** and which is recorded in Volume/Book 0503, Page 01815, and if applicable, Document# 0601434, 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, Junior Lienholder has been requested to make a loan, line of credit or other financial accommodation to **BRYAN B. DAVIS AND CATHERINE M. ANTONELLO, WHO ACQUIRED TITLE AS CATHERINE A. DAVIS, 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 **NATIONAL BANK OF KANSAS CITY ITS SUCCESSORS AND/OR ASSIGNS** in the maximum principal face amount of \$195,000.00 (the "Principal Amount"), including provisions for acceleration and payment of collection costs (the "Obligation"); and

Whereas, Junior Lienholder requires, as a condition to the making of the Obligation, that the Junior Lien be superior to the Senior Lien;

0631874

BK1204PG06278

April Clay
Witness name: April Clay

Valeria Cook
Witness name: Valeria Cook

Bank of America, N. A.

By: [Signature]
George Harrison
Vice President

SEAL

seal

Bank of America, N.A. Acknowledgment:

Commonwealth of VIRGINIA

County of HENRICO / City of RICHMOND

On this the **Twenty-Second** day of **November, 2004**, before me, **Gail Williams-Rawlings**, the undersigned officer, personally appeared **George Harrison**, who acknowledged him/herself to be the **Vice President** of **Bank of America, N.A.**, a national association, and that (s)he, as such **Vice President**, 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 **Vice President**. In witness whereof I hereunto set my hand and official seal.

[Signature]
Signature of Person Taking Acknowledgment
Commission Expiration Date: 02/28/2006

SEAL

seal

#68181002459599

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