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01/04/2005 08:10 AM Deputy: KLJ

OFFICIAL RECORD

Requested By:
HOMEFOCUS SERVICES

Douglas County - NV
Werner Christen - Recorder

Page: 1 Of 4 Fee: 17.00
BK-0105 PG-534 RPTT: 0.00



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Bank of America



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

This instrument was prepared by and after recording returned to:

Bank of America, N.A.
Post Closing Review

Return to/Prepared By:

Richard Bramhall
HomeFocus Services
1831 Chestnut St. 6th Floor
St. Louis, Mo. 63103

This Real Estate Subordination Agreement ("Agreement") is executed as of **November 8, 2004**, by Bank of America, N.A., having an address of **2727 S. 48th Street, Tempe, AZ 85282** ("Subordinator"), in favor of Bank of America, N.A., having an address for notice purposes of **2727 S. 48th Street, Tempe, AZ 85282** ("Bank of America, N.A.")

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 **07/24/2000** executed by **Denise Edmonson and Danny L. Edmonson, AKA, Danny Lee Edmonson** and which is recorded in Instrument **0497233 Book 800 and Page 1141**, and if applicable, of the land records of Douglas County, 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 **Danny Lee Edmonson and Denise Edmonson**

(jointly and severally, "Borrower"), to be secured by, without limitation, either a deed or 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 the Bank of America in the maximum principal face amount of **\$247,554.00** (the "Principal Amount") [For North Carolina only - bearing interest and payable as therein provided at the maximum rate of % for a period not to exceed 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

Now, **Therefore**, for valuable consideration, Subordinator hereby subordinates the Senior Lien to Bank of America 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 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: [Signature]

Ruth E. Berry Date

Its: VICE PRESIDENT

Witness

Witness

The following states must have Trustee sign Subordination Agreement: AZ, DC, 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):

Witness Signature

Typed or Printed Name

Witness Signature

Typed or Printed Name

Trustee Name: _____

Signature

Typed or Printed Name

Signature

Typed or Printed Name

Trustee Acknowledgement

State/Commonwealth/District of _____)

County/City of _____)

This instrument was acknowledged before me on this the _____ day of _____, by _____ as trustee of _____

Signature of Person Taking Acknowledgement
Commission Expiration Date:

Bank of America Acknowledgement:



State/Commonwealth/District of Missouri
County/City of

St. Louis

Natalie Gilbert

On this the **8th** day of **November, 2004** before me, ~~Rhonda Bolton Jones~~ the undersigned officer, personally appeared **Ruth E. Berry** who acknowledged him/herself to be the **Vice President** of Bank of America, N.A., and that (s)he, as such **Vice President**; being authorized so to do, executed the foregoing instrument for the purpose therein contained, by signing the name of the corporation by him/herself as **Ruth E. Berry, Vice President**

In witness whereof I hereunto set my hand and official seal.

NATALIE GILBERT
Notary Public - Notary Seal
STATE OF MISSOURI
St. Louis City
My Commission Expires: Mar. 31, 2008

Natalie Gilbert

Signature of Person Taking Acknowledgement
Commission Expiration Date: 3-31-08



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Customer Name: Denise Edmonson and Danny Edmonso **Order Number:** 580687

Exhibit "A"

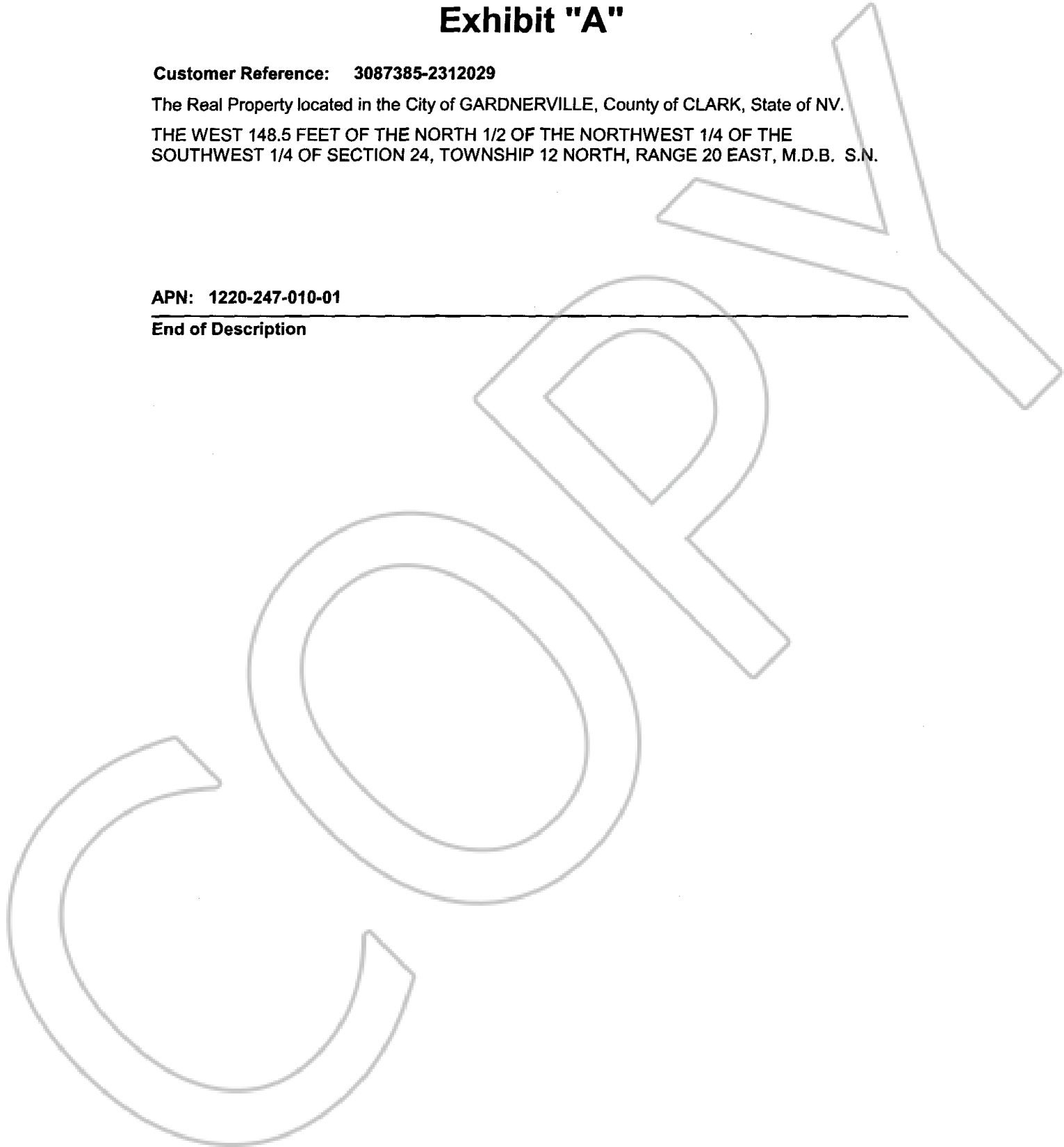
Customer Reference: 3087385-2312029

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

THE WEST 148.5 FEET OF THE NORTH 1/2 OF THE NORTHWEST 1/4 OF THE
SOUTHWEST 1/4 OF SECTION 24, TOWNSHIP 12 NORTH, RANGE 20 EAST, M.D.B. S.N.

APN: 1220-247-010-01

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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PG- 537
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