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03/08/2005 08:16 AM Deputy: KLJ

OFFICIAL RECORD
Requested By:
BANK OF AMERICA

Douglas County - NV
Werner Christen - Recorder

Page: 1 Of 4 Fee: 17.00
BK-0305 PG- 2868 RPTT: 0.00



APN 1220-22-210-115

This instrument was prepared by:

Elishabeth Winckler
Bank of America
9000 Southside Boulevard, Bldg 700
Jacksonville, FL 32256

After recording return to:

Bank of America Collateral Tracking
9000 Southside Boulevard, Bldg 700
Jacksonville, FL 32256
Account #: 68181002993299 / 3301485045

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

This Real Estate Subordination Agreement ("Agreement") is executed as of 02/16/2005, 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 01/02/2004, executed by CHRISTOPHER HODGES AND LYND A HODGES, MARRIED TO EACH OTHER

and which is recorded in Volume/Book 0204, Page 00362, and if applicable, Document Number 2004-0603579, 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 CHRISTOPHER HODGES AND LYND A HODGES, 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 \$ 181,102.00 (the "Principal Amount") [For North Carolina only - bearing interest and payable as therein provided at the maximum rate of 5.875% for a period not to exceed 360 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'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 2/22/2005
By: PAMELA 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:

Christopher Gaddy
Witness Signature

Christopher Gaddy
Typed or Printed Name

Beth Rowe
Witness Signature

Beth Rowe
Typed or Printed Name

Shane Rogers
Trustee Signature

SHANE ROGERS, VP of Loan Solutions
Typed or Printed Name

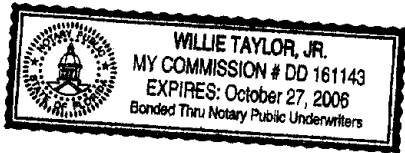


Bank of America Acknowledgment:

State/Commonwealth/District of Florida

County/City of Duval

On this the 22ND day of February 2005, 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

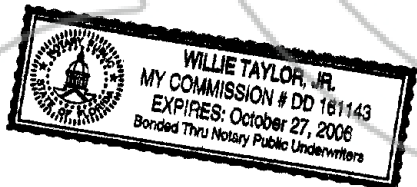
Signature of Person Taking Acknowledgment
Commission Expiration Date: 10/27/2006
Willie Taylor Jr

Trustee Acknowledgment:

State/Commonwealth/District of Florida

County/City of Duval

On this the 22ND day of February 2005, before me, Willie Taylor Jr.
The undersigned officer, personally appeared SHANE ROGERS,
Who acknowledged him/herself to be the VP of Loan Solutions , and that (s)he, as such VP 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 VP 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



Customer Name: Christopher Hodges and Lynda Hodges

Order Number: 698121

Exhibit "A"

Customer Reference: 3087385-2470294

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

LOT 647, AS SHOWN ON THE OFFICIAL MAP OF GARDNERVILLE RANCHOS UNIT NO. 6, FILED FOR RECORD ON MAY 29, 1973 IN THE OFFICE OF THE COUNTY RECORDER OF DOUGLAS COUNTY, NEVADA AS DOCUMENT NO. 66512.

LEGAL DESCRIPTION TAKEN FROM:
DEED RECORDED 08/21/03 AS DOCUMENT NO. 0587371, IN BOOK NO. 0803, PAGE NO. 11596

APN: 1220-22-210-115

End of Description



BK- 0305
PG- 2871
0638372 Page: 4 OF 4 03/08/2005