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DOC # 0639854
03/24/2005 09:40 AM Deputy: BC
OFFICIAL RECORD
Requested By:
BANK OF AMERICA

Douglas County - NV
Werner Christen - Recorder
Page: 1 Of 4 Fee: 17.00
BK-0305 PG-10285 RPTT: 0.00



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

After recording return to:
Bank of America Collateral Tracking
9000 Southside Boulevard, Bldg 700
Jacksonville, FL 32256
Account #: 68181002348499/Ln 3301712968
APN 1220|24|302|045

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

This Real Estate Subordination Agreement ("Agreement") is executed as of 03/11/2005 , 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 01/24/2003, executed by GARY L. MADEROS AND MARLENE B. MADEROS, MARRIED TO EACH OTHER

and which is recorded in Volume/Book 0203, Page 01277, and if applicable, Document Number n/a, 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

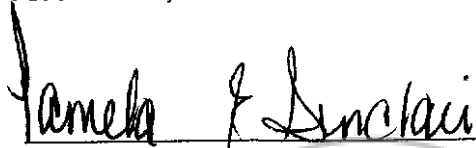
Whereas, Bank of America has been requested to make a loan, line of credit or other financial accommodation to GARY L. MADEROS AND MARLENE B. MADEROS, MARRIED TO EACH OTHER (jointly and severally, "Borrower"), to be secured by, without limitation, either a deed of trust, deed to secure debt or mortgage (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 \$ 161,298.00 (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.



3/11/05

Date

By: Pamela E. Sinclair

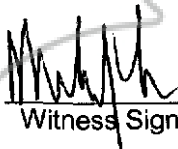
Its: AVP of Loan Solutions

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.



Witness Signature

Melody Lee

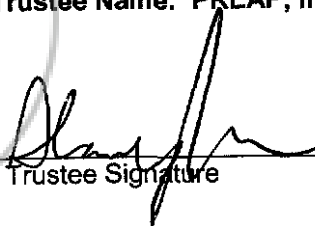
Typed or Printed Name



Witness Signature

Ecole Hogan

Typed or Printed Name



Trustee Signature

Shane Rogers VP

Typed or Printed Name

(91-12-2395NSBW 04-2004

(for use in NV/VA)



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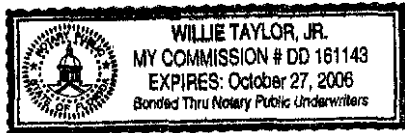
BK- 0305
PG- 10286
03/24/2005

Bank of America Acknowledgment:

State/Commonwealth/District of Florida

County/City of Duval

On this the 11th day of March 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

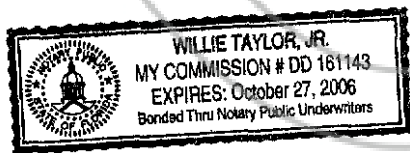
Signature of Person Taking Acknowledgment
Commission Expiration Date: 10/27/06
Willie Taylor Jr

Trustee Acknowledgment:

State/Commonwealth/District of Florida

County/City of Duval

On this the 11th day of March 2005, before me, Willie Taylor Jr.
The undersigned officer, personally appeared Shane Rogers,
Who acknowledged him/herself to be the VP 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: 10/27/06
Willie Taylor Jr

Customer Name: Gary L. Maderos and Marlene B. Mader

Order Number: 765335

Exhibit "A"

Customer Reference: 3087385-2528362

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

PARCEL 2, AS SET FORTH ON PARCEL MAP LD #00-078 FOR CENTURY OAK LAND CO., FILED FOR RECORD IN THE OFFICE OF THE DOUGLAS COUNTY RECORDER ON MAY 24, 2001, IN BOOK 0501, AT AGE 6926, AS DOCUMENT NO. 514736, OFFICIAL RECORDS.

LEGAL DESCRIPTION TAKEN FROM:
DEED RECORDED 05/22/02 AS DOCUMENT NO. 0542837, IN BOOK NO. 0502, PAGE NO. 06901

APN: 1220-24-302-045

End of Description



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BK- 0305
PG- 10288
03/24/2005