

OFFICIAL RECORD
Requested By:
BANK OF AMERICA

Douglas County - NV
Werner Christen - Recorder

Page: 1 Of 4 Fee: 17.00
BK-0305 PG-10323 RPTT: 0.00



✓ This instrument was prepared by:
Bank of America / Madrina Pulumbarit
9000 Southside Boulevard #700
Jacksonville, Florida 32256
APN# 1320-29-210-006

After recording return to:
Bank of America Collateral Tracking
9000 Southside Boulevard, Bldg 700
Jacksonville, FL 32256
Account #: 6818 1001 702899 / 3301743880

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

This Real Estate Subordination Agreement ("Agreement") is executed as of 03/08/2005, by Bank of America, N.A., having an address of 9000 Southside Boulevard Building #700, 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 01/15/2002, executed by RICHARD C PERRI AND SYLVIA K PERRI, MARRIED TO EACH OTHER

and which is recorded in Volume/Book 803, Page 8561, 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 RICHARD C PERRI AND SYLVIA K PERRI, 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 \$ 128,285.00 (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.



03/08/05

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

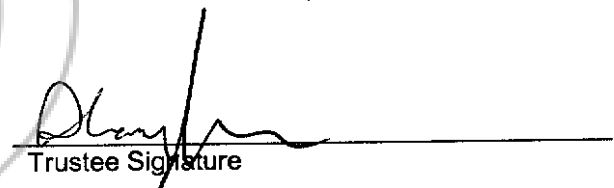
MADRINA PULUMBARIT

Typed or Printed Name


Witness Signature

CHRIS CANCELA

Typed or Printed Name


Trustee Signature

SHANE ROGERS VP OF LOAN SOLUTIONS

Typed or Printed Name

(91-12-2395NSBW 04-2004

(for use in NV/VA)



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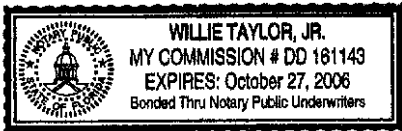
BK- 0305
PG- 10324
03/24/2005

Bank of America Acknowledgment:

State/Commonwealth/District of FLORIDA

County/City of DUVAL

On this the 8th 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

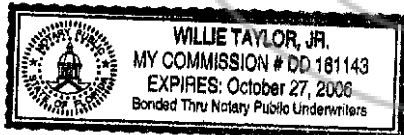
Signature of Person Taking Acknowledgment
Commission Expiration Date: 10/27/06
Willie Taylor Jr

Trustee Acknowledgment:

State/Commonwealth/District of FLORIDA

County/City of DUVAL

On this the 8th day of MARCH 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: 10/27/06
Willie Taylor Jr



Customer Name: Richard C C. Perri and Sylvia K. Perri

Order Number: 767052

Exhibit "A"

Customer Reference: 3087385-2537513

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

LOT 290, AS SET FORTH ON THE OFFICIAL PLAT OF WINHAVEN UNIT NO. 3, A PLANNED UNIT DEVELOPMENT FILED FOR RECORD IN THE OFFICE OF THE COUNTY RECORDER OF DOUGLAS COUNTY, STATE OF NEVADA, ON DECEMBER 18, 1992, AS DOCUMENT NO. 295672

LEGAL DESCRIPTION TAKEN FROM: DEED RECORDED 12/20/94 AS BOOK 1294. PAGE 2997

APN: 1320-29-210-006

End of Description



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03/24/2005