

OFFICIAL RECORD

Requested By:  
FIRST AMERICAN TITLE

Douglas County - NV  
Werner Christen - Recorder

Page: 1 Of 4 Fee: 17.00  
BK-0305 PG-12096 RPTT: 0.00



A.P.N. 1418-34-310-008

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#68181001967299

**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.**  
4161 Piedmont Parkway  
Greensboro, NC 27410  
Attn: Subordination Unit

This Real Estate Subordination Agreement ("Agreement") is executed as of 03/09/2005, by **Bank of America, N.A.**, formerly known as NationsBank, N.A. ("Bank of America"), having an address of 4161 Piedmont Pkwy Greensboro, NC 27410 ("Subordinator"), in favor of **CHEVY CHASE BANK**, having an address for notice purposes of 6200 CHEVY CHASE DRIVE LAUREL, MD 27707 (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 5/14/2002, executed by **PAUL REDER, AN UNMARRIED MAN** and which is recorded in **Volume/Book, Page**, and if applicable, **Document# 0543002**, of the land records of **DOUGLAS, 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 **PAUL REDER, AN UNMARRIED MAN** (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 **CHEVY CHASE BANK** in the maximum principal face amount of **\$400,000.00** (the "Principal Amount"), including provisions for acceleration and payment of collection costs (the "Obligation"); and

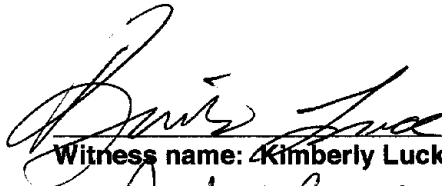
**Whereas**, Junior Lienholder requires, as a condition to the making of the Obligation, that the Junior Lien be superior to the Senior Lien;

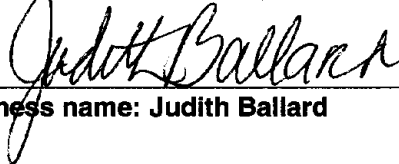
**Now, Therefore,** for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, and with the understanding by Bank of America that Junior Lienholder will rely hereon in making the Obligation, Bank of America agrees and covenants that the Senior Lien and the rights of Bank of America thereunder and all other rights of Bank of America now or hereafter existing in or with respect to the Property are hereby subordinated, and are and shall remain completely and unconditionally subordinate to the Junior Lien and the rights of Junior Lienholder thereunder regardless of the frequency or manner of renewal, extension, consolidation or modification of the Junior Lien and /or the Obligation.

This Subordination Agreement is limited to an amount of \$400,000.00, which is the original amount of the Junior Lienholder's principal balance; plus interest and any additional amounts advanced pursuant to the provision of said security instrument for payment of insurance premiums, taxes, cost of collection or protection of the value of the Property or Junior Lienholder's rights in the Property. This Agreement shall inure to the benefit of Junior Lienholder and be binding upon Bank of America, its successors and assigns and shall be binding upon any purchaser or purchasers (at foreclosure or otherwise) of the Property or any part thereof, and their respective heirs, personal representatives, successors and assigns.


COOPER

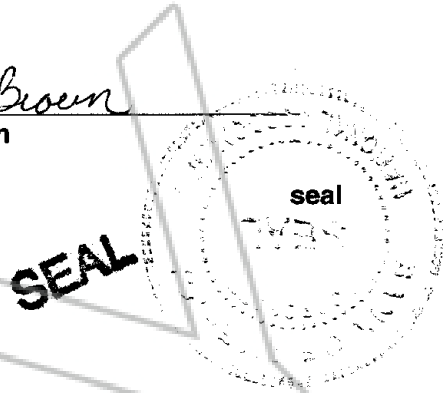
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Witness name: Kimberly Luck

  
Witness name: Judith Ballard

Bank of America, N. A.

By:   
Deborah Brown  
Vice President

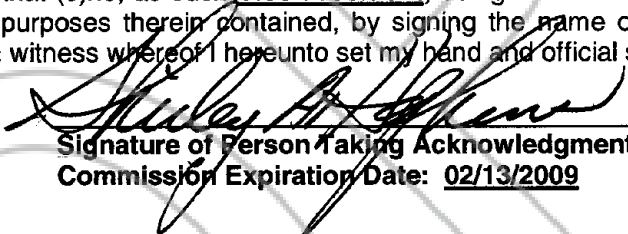


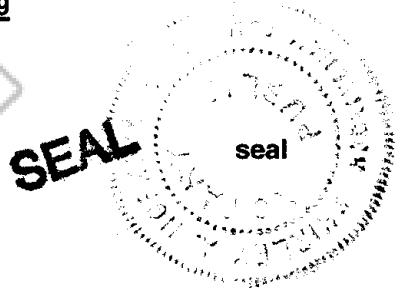
**Bank of America, N.A. Acknowledgment:**

State of NORTH CAROLINA

County of GUILFORD / City of GREENSBORO

On this the Ninth day of March, 2005, before me, Shirley Hopkins, the undersigned officer, personally appeared Deborah Brown, 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 of Person Taking Acknowledgment  
Commission Expiration Date: 02/13/2009



#68181001967299



DESCRIPTION

All that real property situated in the County of Douglas , State of Nevada, bounded and described as follows:

LOT 4 AS SET FORTH ON THAT CERTAIN FINAL MAP LAKESIDE COVE RESORT, A PLANNED UNIT DEVELOPMENT RECORDED JUNE 28, 1993, IN BOOK 693, PAGE 6211, AS DOCUMENT NO. 311003.

TOGETHER WITH AN UNDIVIDED 1/11TH INTEREST IN LOT 12 (COMMON AREA) AS SET FORTH ON THE HEREIN ABOVE MENTIONED SUBDIVISION.

EXCEPTING THEREFROM ANY PORTION OF THE HEREIN ABOVE DESCRIBED PREMISES LYING BELOW THE HIGH WATER ELEVATION OF 6228 FEET ABOVE SEA LEVEL.

\* \* \* \* \*

Jeff Swisher, Title Officer

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