

DOC # 0650041  
07/20/2005 03:22 PM Deputy: KLJ  
OFFICIAL RECORD  
Requested By:  
MARQUIS TITLE & ESCROW INC

Assessor's Parcel Number: 1220-21-810-179

Recording Requested By:

Name: Marquis Title & Escrow

Address: 1520 Hwy 395 N.

City/State/Zip Gardnerville, NV  
89410

R.P.T.T.: 0

Douglas County - NV  
Werner Christen - Recorder  
Page: 1 Of 4 Fee: 17.00  
BK-0705 PG- 9143 RPTT: 0.00



# 250344

Subordination Agreement  
(Title of Document)

This page added to provide additional information required by NRS 111.312 Sections 1-2. (Additional recording fee applies)

*This cover page must be typed or legibly hand printed.*

C:\bc docs\Cover page for recording

This instrument was prepared by:  
Bank of America Subordination Unit  
4161 Piedmont Parkway  
Greensboro, NC 27410

After recording return to:  
Bank of America Collateral Tracking  
4161 Piedmont Parkway  
Greensboro, NC 27410  
Account #: 68181002895199



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

This Real Estate Subordination Agreement ("Agreement") is executed as of 07/11/2005, by Bank of America, N.A. ("Subordinator") having an address of 4161 Piedmont Parkway Greensboro, NC 27410 in favor of SIERRA PACIFIC MORTGAGE ("Junior Lien Holder"), having an address for notice purposes of 50 IRON POINT CIR STE 200 FOLSOM, CA 95630

**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 11/10/2003, executed by LARRY A. BERG AND LISA A. BERG, HUSBAND AND WIFE

and which is recorded in Volume/Book 0304, Page 6936, and if applicable, Document Number 607252, 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**, Junior Lien Holder has been requested to make a loan, line of credit or other financial accommodation to LARRY A. BERG AND LISA A. BERG, HUSBAND AND WIFE (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 SIERRA PACIFIC MORTGAGE in the maximum principal face amount of \$ 167,000.00 (the "Principal Amount") [For North Carolina only – bearing interest and payable as therein provided at the maximum rate of 5.37% 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 Junior Lien Holder and Borrower shall determine; and

**Now, Therefore**, for valuable consideration, Subordinator hereby subordinates the Senior Lien to the Junior Lien, subject to the terms of this Agreement. The Subordinator's Senior Lien is subordinated to the 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 Junior Lien Holder'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 Junior Lien Holder regardless of the frequency or manner of renewal, extension, consolidation or modification of the Junior Lien or the Obligation.

(for use in AR, AZ, CO, CT, FL, GA, IA, IL, KS, KY, MD, MI, MN, MO, NC, NM, NJ, NV, NY, OK, SC, TN, TX, VA and VT)



This Agreement shall inure to the benefit of the Subordinator and Junior Lien Holder 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.

Two witness signatures required in CT, FL, GA, SC and TN

By: *Vanessa Orozco*  
Vanessa Orozco  
Its: Vice President

07/11/2005  
Date

*Kathy Hardin*  
Witness Signature

Kathy Hardin  
Typed or Printed Name

*Dorothy Osbey*  
Witness Signature

Dorothy Osbey  
Typed or Printed Name

**Individual Acknowledgment:**

State/Commonwealth/District of North Carolina  
County of Guilford/Greensboro

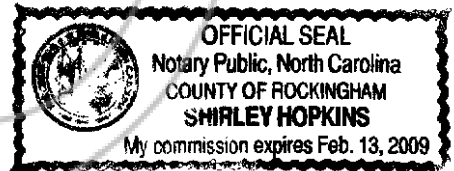
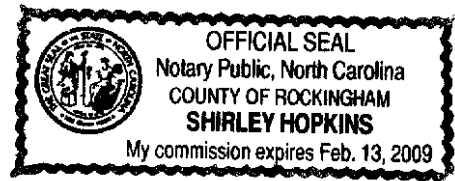
On this the Eleventh day of July, 2005, before me, Shirley A. Hopkins the undersigned Notary Public, personally appeared Vanessa Orozco, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument and acknowledged that (s)he executed the same for the purposes therein contained. In witness whereof I hereunto set my hand and official seal.

*Shirley A. Hopkins*  
Signature of Person Taking Acknowledgment  
Commission Expiration Date: 02/13/2009

**Corporate Acknowledgment:**

State/Commonwealth/District of North Carolina  
County/City of Guilford/Greensboro

On this the Eleventh day of July, 2005, before me, Vanessa Orozco, 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 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.

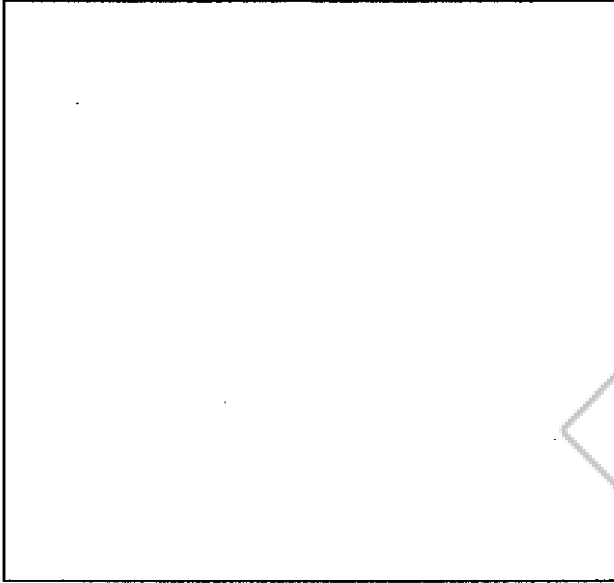


*Shirley A. Hopkins*  
Signature of Person Taking Acknowledgment  
Commission Expiration Date: 02/13/2009

(for use in AR, AZ, CO, CT, FL, GA, IA, IL, KS, KY, MD, MI, MN, MO, NC, NM, NJ, NV, NY, OK, SC, TN, TX, VA and VT)

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(Do not write below this line. This space is reserved for recording.)



COPY

(for use in AR, AZ, CO, CT, FL, GA, IA, IL, KS, KY, MD, MI, MN, MO, NC, NM, NJ, NV, NY, OK, SC, TN, TX, VA and VT)

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0650041 Page: 4 of 4 07/20/2005

BK- 0705  
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