

Douglas County - NV  
Werner Christen - Recorder  
Page: 1 Of 4 Fee: 17.00  
BK-0705 PG-13320 RPTT: 0.00



RECORDING REQUESTED BY:  
FINANCIAL TITLE COMPANY  
42482116 MFP - 802

RETURN TO RECORDING DEPT.  
Lenders First Choice  
3850 Royal Avenue  
Simi Valley, CA 93063

7228051

This instrument was prepared by:  
BANK OF AMERICA  
21000 NW Evergreen Parkway  
Hillsboro, OR 97124

After recording return to:  
Bank of America Collateral Tracking  
9000 Southside Boulevard, Bldg 700  
Jacksonville, FL 32256  
Account #: 93-9226340-6

Aprn # 13181671002

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

This Real Estate Subordination Agreement ("Agreement") is executed as of 07/08/2005, by Bank of America, N.A., having an address of 21000 NW Evergreen Parkway, Hillsboro, OR 97124.

("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 01/12/2005, executed by Warren Ruben and Wendy Ruben, husband and wife

/on. 2/3/2005

and which is recorded in Volume/Book n/a, Page n/a, and if applicable, Document Number 635928, 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 Warren Ruben and Wendy Ruben, 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 Bank of America in the maximum principal face amount of \$ 926,700.00 (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.**

*Laurie Braaksma*  
By: Laurie Braaksma  
Its: Vice President  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Bank of America Acknowledgment:**

State/Commonwealth/District of Oregon

County/City of Washington

On this the 8th day of July, before me, 2005 the undersigned officer, personally appeared Laurie Braaksma, 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.

*Katherine J. McWilliams*  
Signature of Person Taking Acknowledgment

Commission Expiration Date: 10-16-05



(for use in AZ, NV and VA)

91-12-2395NSBW 05-2005

**The following states must have Trustee sign Subordination Agreement: AZ, 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) :**

Karen A. Shipman  
Witness Signature

Karen A. Shipman  
Typed or Printed Name

Lisa Bringel  
Witness Signature

Lisa Bringel  
Typed or Printed Name

**Trustee Name : PRLAP, INC.**

Laurie Braaksma  
Signature

Laurie Braaksma  
Typed or Printed Name

**Trustee Acknowledgment:**

State/Commonwealth/District of Oregon

County/City of Washington

On this the 8th day of July, before me, Laurie Braaksma the undersigned officer, personally appeared Laurie Braaksma, who acknowledged him/herself to be the Vice President of Bank of America 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.

Katherine J. McWilliams  
Signature of Person Taking Acknowledgment

Commission Expiration Date: 10/16/05



(for use in AZ, NV and VA)

91-12-2395NSBW 05-2005

**SCHEDULE "A"**

THE REAL PROPERTY SITUATE IN THE COUNTY OF DOUGLAS, STATE OF NEVADA, DESCRIBED AS FOLLOWS:

LOT 110 AS SHOWN ON THE AMENDED PLAT OF THE ELKS SUBDIVISION, FILED IN THE OFFICE OF THE COUNTY RECORDER OF DOUGLAS COUNTY, NEVADA ON JANUARY 5, 1928 AND AS SHOWN ON THE SECOND AMENDED PLAT OF THE ELKS SUBDIVISION, FILED IN THE OFFICE OF THE COUNTY RECORDER OF DOUGLAS COUNTY, NEVADA ON JUNE 5, 1952.

FOR INFORMATIONAL PURPOSES ONLY: THE APN IS SHOWN BY THE COUNTY ASSESSOR AS: 1318-16-710-021; SOURCE OF TITLE IS DOCUMENT NO. 0555868 (RECORDED 10/24/02)

