

OFFICIAL RECORD

Requested By:
BANK OF AMERICA

Assessor's Parcel Number: 1420-28-601-036

Douglas County - NV
Werner Christen - Recorder

Page: 1 Of 4 Fee: 17.00
BK-0905 PG- 7153 RPTT: 0.00



This instrument was prepared by:
Bank of America/Max Marchant
9000 Southside Blvd, Bldg 700
Jacksonville, FL 32256

After recording return to:
Bank of America Collateral Tracking
9000 Southside Boulevard, Bldg 700
Jacksonville, FL 32256
Account #: 68181001887399/3302983154

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

This Real Estate Subordination Agreement ("Agreement") is executed as of 08/26/2005, by Bank of America, N.A., having an address of 9000 Southside Blvd, Bldg 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 04/05/2002, executed by George Hanepen and Ilse Hanepen, husband and wife, as joint tenants with rights of survivorship

and which is recorded in Volume/Book N/A, Page N/A, and if applicable, Document Number 539460, 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 George Hanepen and Ilse Hanepen, husband and wife, as joint tenants with rights of survivorship (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 \$ 154,505.00 (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.

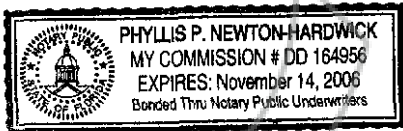
Tammie M. Trivett
By: Tammie M. Trivett
Its: AVP

Bank of America Acknowledgment:

State/Commonwealth/District of Florida

County/City of Duval

On this the 26th day of August 2005, before me, Phyllis P. Newton Hardwick the undersigned officer, personally appeared Tammie M. Trivett, who acknowledged him/herself to be the AVP of Bank of America, N.A., and that (s)he, as such AVP, 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. In witness whereof I hereunto set my hand and official seal.



Phyllis P. Newton-Hardwick
Signature of Person Taking Acknowledgment
+ Phyllis P. Newton-Hardwick
Commission Expiration Date: 11/14/2006

(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

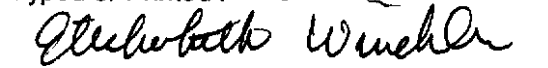
The trustee(s), if any, named in the Senior Lien join(s) in the execution of this Agreement to evidence consent and to effectuate the provisions hereof.

Witness(es) :


Witness Signature

Max Marchant


Typed or Printed Name


Witness Signature

Elishabeth Winckler

Typed or Printed Name

Trustee Name : PRLAP, INC.


Signature

Carolyn Blymiller AVP

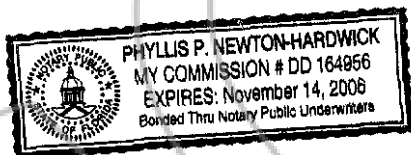
Typed or Printed Name


Trustee Acknowledgment:

State/Commonwealth/District of Florida

County/City of Duval

On this the 26th day of August 2005, before me, Phyllis P. Newton Hardwick the undersigned officer, personally appeared Carolyn Blymiller, who acknowledged him/herself to be the AVP of Bank of America and that (s)he, as such AVP, 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. In witness whereof I hereunto set my hand and official seal.




Signature of Person Taking Acknowledgment
Phyllis P. Newton-Hardwick
Commission Expiration Date: 11/14/2006

(for use in AZ, NV and VA)

91-12-2395NSBW 05-2005



Customer Name: George Hanepen and Ilse Hanepen

Order Number: 864757

Exhibit "A"

Customer Reference:

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

Lot 4-B, as shown on Parcel Map #11 for D.N.S. Ventures, filed for record in the Office of the County Recorder of Douglas County, State of Nevada, on July 28, 1994, in Book 794, Page 4447, as Document No. 342858.

Legal description taken from: Deed recorded 01/31/95 as Book No. 195 and Page No. 4139

APN: 1420-28-601-036

End of Description

