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Bank of America



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

PARCEL TAX MAP IDENTIFICATION NO. 1318-03-212-086

This instrument was prepared by
and after recording returned to:
Bank of America, N.A.
Post Closing Review - Collateral Tracking
9000 Southside Blvd., Bldg 700
Jacksonville, FL 32256
Loan Account being subordinated#: 68171007304799

HFS File No. 2993957
New Senior Loan Acct # 3302959733

**Recordings Requested by &
When Recorded Return To:**
US Recordings, Inc.
2925 Country Drive Ste 201
St. Paul, MN 55117

27170885-2
This Real Estate Subordination Agreement ("Agreement") is executed as of **September 08, 2005**, by Bank of America, N.A., having an address of **275 S. Valencia, Brea, CA 92823** ("Subordinator"), in favor of Bank of America, N.A., having an address for notice purposes of **4161 Piedmont Parkway, Greensboro, NC 27410** ("Bank of America, N.A."),

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 **April 25th, 2005** executed by **Greg E. Komorowski and Cris L. Komorowski, married to each other** and which is recorded in **Book: 0502 page:01340**, and if applicable, of the land records of **Douglas County, State of 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 **Greg E. Komorowski and Cris L. Komorowski, married to each other**

(jointly and severally, "Borrower"), to be secured by, without limitation, either a deed or 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 the Bank of America in the maximum principal face amount of **\$412,181.00** (the "Principal Amount") [For North Carolina only - bearing interest and payable as therein provided at the maximum rate of % for a period not to exceed 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 Bank of America and Borrower shall determine; and

* Record Concurrently herewith *

Now, Therefore, for valuable consideration, Subordinator hereby subordinates the Senior Lien to Bank of America 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 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.

By: Ruth Berry
Printed name: Ruth Berry
Title: Vice President

Date 09/08/05

Bank of America Acknowledgement

State of MISSOURI
City of St. Louis

On this the 8th day of SEPT 2005 before me, Kathy S. Biver

the undersigned officer, personally appeared Ruth Berry who, being duly sworn by me, 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 purpose therein contained, by signing the name of the corporation by him/herself as Ruth Berry VICE PRESIDENT.

In witness whereof, I hereunto set my hand and official seal.
(SEAL)

Kathy S. Biver
Signature of Person Taking Acknowledgement
Printed name: KATHY S. BIVER
Commission Expiration Date: 12/13/08
1831 Chestnut St., 6th Fl
St. Louis, MO 63103

KATHY S. BIVER
Notary Public - Notary Seal
State of Missouri, St. Louis County
Commission # 04623479
My Commission Expires: Dec. 13, 2008



The following states must have Trustee sign Subordination Agreement: AZ, DC, 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 #1 Signature:

Witness Printed name:

Witness #2 Signature:

Witness Printed name:

Trustee Name: PRLAP, Inc.

by: Elizabeth Mitchell
Signature

Printed name: Elizabeth Mitchell

Title: Vice President

Trustee Acknowledgement

State of MISSOURI
City of St. Louis

On this the 8th day of Sept 2005, before me, Kathy S. Biver

the undersigned officer, personally appeared RUTH BERRY who, being duly sworn by me, acknowledged him/herself to be the VICE PRESIDENT of CRESS., and that (s)he, as such VICE PRESIDENT, being authorized so to do, executed the foregoing instrument for the purpose therein contained, by signing the name of the corporation by him/herself as RUTH BERRY VICE PRESIDENT.

In witness whereof, I hereunto set my hand and official seal.
(SEAL)

Kathy S. Biver
Signature of Person Taking Acknowledgement
Printed name: KATHY S. BIVER
Commission Expiration Date: 12/13/08
1831 Chestnut St., 6th Fl
St. Louis, MO 63103

KATHY S. BIVER
Notary Public - Notary Seal
State of Missouri, St. Louis County
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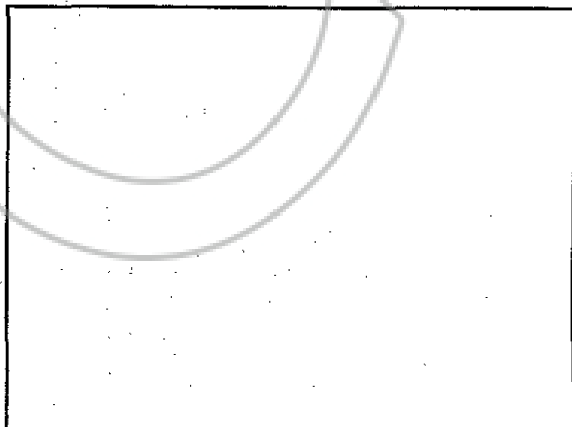


EXHIBIT A

THE FOLLOWING DESCRIBED REAL PROPERTY SITUATE IN THE CITY OF ZEPHYR COVE, COUNTY OF DOUGLAS, AND STATE OF NEVADA, TO WIT: LOT 226, AS SHOWN ON THE MAP OF SKYLAND SUBDIVISION NO. 3, FILED IN THE OFFICE OF THE COUNTY RECORDER OF DOUGLAS COUNTY, STATE OF NEVADA, ON FEBRUARY 24, 1960 IN BOOK 1, PAGE 450, DOCUMENT NO. 15653. TAX ID #: 1318-03-212-086 BY FEE SIMPLE DEED FROM THEODORE R. MATLEY AND JANETH Y. MATLEY, HUSBAND AND WIFE, AS J/T TO GREG E. KOMOROWSKI AND CRIS L. KOMOROWSKI, HUSBAND AND WIFE, AS J/T AS SET FORTH IN DEED BOOK 787, PAGE 2521 AND RECORDED ON 7/21/1987, DOUGLAS COUNTY RECORDS. THE SOURCE DEED AS STATED ABOVE IS THE LAST RECORD OF VESTING FILED FOR THIS PROPERTY. THERE HAVE BEEN NO VESTING CHANGES SINCE THE DATE OF THE ABOVE REFERENCED SOURCE.



U27170885-02HM04

SUBORDINATION AG
LOAN# 3302959733
US Recording#

COPY

