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DOC # 0657829
10/14/2005 11:29 AM Deputy: KLJ
OFFICIAL RECORD
Requested By:
CUSTOM RECORDING SOLUTIONS

Douglas County - NV
Werner Christen - Recorder
Page: 1 Of 5 Fee: 18.00
BK-1005 PG- 6540 RPTT: 0.00



1420-28-701-003

A.P.N: 21-050-31
Recording Requested By: LSI
When Recorded Mail to:
Fidelity National Lender Solutions
Attn: Custom Recording Solutions
2550 N. Red Hill Ave.
Santa Ana, CA 92705
Loan Number: 6767702686
NLS# 1593356

SUBORDINATION AGREEMENT

This instrument was prepared by:
Bank of America/Melody Lee
9000 Southside Boulevard
Jacksonville, FL 32256

After recording return to:
Bank of America Collateral Tracking
9000 Southside Boulevard, Bldg 700
Jacksonville, FL 32256
Account #: 1337011072902/Ln 6767703686

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

This Real Estate Subordination Agreement ("Agreement") is executed as of 08/30/2005, by Bank of America, N.A., having an address of 9000 Southside Boulevard 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 10/07/1998, executed by ARVIN HUCK AND ELIZABETH A. HUCK, HUSBAND AND WIFE

and which is recorded in Volume/Book 1098, Page 2566, and if applicable, Document Number 0451701, 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 ARVIN HUCK AND ELIZABETH A. HUCK, 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 \$ 100,000.00 (the "Principal Amount") including provisions for

to be recorded concurrently with mortgage



BK- 1005
PG- 6541

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.

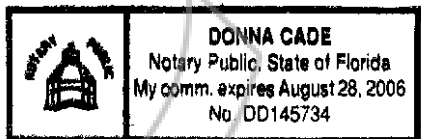
Pamela E. Sinclair
By: Pamela E. Sinclair
Its: AVP of Loan Solutions

Bank of America Acknowledgment:

State/Commonwealth/District of Florida

County/City of Duval

On this the 30th day of August 2005, before me, Donna Cade the undersigned officer, personally appeared Pamela E. Sinclair, who acknowledged him/herself to be the AVP of Loan Solutions of Bank of America, N.A., and that (s)he, as such AVP of Loan Solutions, 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 of Loan Solutions. In witness whereof I hereunto set my hand and official seal.




Donna Cade
Signature of Person Taking Acknowledgment
Donna Cade
Commission Expiration Date: 8/28/06

(for use in AZ, NV and VA)

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.

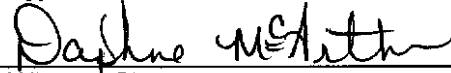
Witness(es) :



Witness Signature

Melody Lee

Typed or Printed Name




Witness Signature

Daphne McArthur

Typed or Printed Name

Trustee Name : PRLAP, INC.



Signature

Carolyn Blymiller

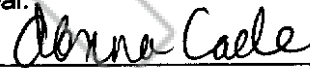
Typed or Printed Name

Trustee Acknowledgment:

State/Commonwealth/District of Florida

County/City of Duval

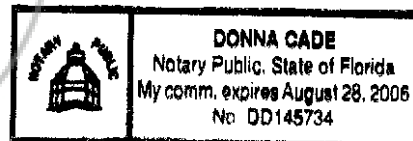
On this the 30th day of August 2005, before me, Donna Cade the undersigned officer, personally appeared Carolyn Blymiller, who acknowledged him/herself to be the AVP of Loan Solutions and that (s)he, as such AVP of Loan Solutions, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by him/herself as AVP of Loan Solutions. In witness whereof I hereunto set my hand and official seal.



Signature of Person Taking Acknowledgment

Donna Cade

Commission Expiration Date: 8/28/06



(for use in AZ, NV and VA)

91-12-2395NSBW 05-2005



**EXHIBIT A
LEGAL DESCRIPTION**

ALL THAT REAL PROPERTY SITUATED IN THE COUNTY OF DOUGLAS, STATE OF NEVADA, BOUNDED AND DESCRIBED AS FOLLOWS:

A PARCEL OF LAND SITUATED IN AND BEING A PORTION OF EAST 1/2 OF THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4, OF SECTION 28, IN TOWNSHIP 14 NORTH, RANGE 20 EAST, M.D. AND M, DOUGLAS COUNTY, STATE OF NEVADA, DESCRIBED AS FOLLOWS TO WIT:

PARCEL NO. 4 AS SET FORTH ON THAT CERTAIN SURVEY PARCEL MAP #2 FOR BING CONSTRUCTION COMPANY FILED FOR RECORD IN THE OFFICE OF THE COUNTY RECORDER OF DOUGLAS COUNTY, STATE OF NEVADA, ON JULY 21, 1989 IN BOOK 789 AT PAGE 2440 AS DOCUMENT NO. 207176.

21-050-31, 21-051-21 AND 1420-28-701-003

BEING THE SAME PARCEL CONVEYED TO ARVIN HUCK AND ELIZABETH A. HUCK FROM BING CONSTRUCTION, A NEVADA CORPORATION BY VIRTUE OF A DEED DATED DECEMBER 11, 1989 RECORDED DECEMBER 15, 1989 IN DEED BOOK 1289, PAGE 1652 DOCUMENT NO. 216559 IN DOUGLAS COUNTY, NEVADA

APN: 21-050-31

