

OFFICIAL RECORD

Requested By:
BANK OF AMERICA

Douglas County - NV
Werner Christen - Recorder

Page: 1 Of 4 Fee: 17.00
BK-1005 PG- 8107 RPTT: 0.00



This instrument was prepared by:
Evelyn O. Ermitano / BANK OF AMERICA
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 #: 6824 0014 059599 / 3302616986

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

This Real Estate Subordination Agreement ("Agreement") is executed as of 09/13/2005, 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 02/07/1997, executed by Eleanor F. Killebrew and Theodore W. Brown

and which is recorded in Volume/Book NA, Page NA, and if applicable, Document Number 406459, 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 Eleanor F. Killebrew and Theodore W. Brown (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 \$ 359,650.00 (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.

Pamela E Sinclair
By: PAMELA E SINCLAIR
Its: AVP OF LOAN SOLUTIONS

Bank of America Acknowledgment:

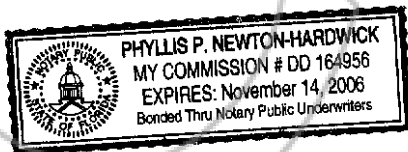
State/Commonwealth/District of FLORIDA

County/City of DUVAL

On this the 13th day of September, 2005, before me, Phyllis P. Newton-Hardwick 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.

Phyllis P. Newton-Hardwick
Signature of Person Taking Acknowledgment

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 effecuate the provisions hereof.


Witness(es):



Witness Signature

EVELYN O. ERMITANO


Typed or Printed Name



Witness Signature

MADRINA PULUMBARIT

Typed or Printed Name

Trustee Name: PRLAP, INC.


Signature

SHANE ROGERS

Typed or Printed Name

Trustee Acknowledgment:

State/Commonwealth/District of FLORIDA

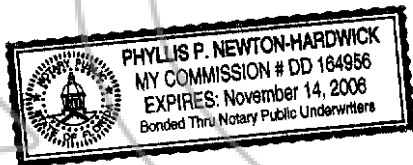
County/City of DUVAL

On this the 13th day of September, 2005, before me, Phyllis P. Newton-Hardwick the undersigned officer, personally appeared Tammie Trivett, 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

Commission Expiration Date: 11/14/2006



(for use in AZ, NV and VA)

91-12-2395NSBW 05-2005

Customer Name: Eleanor F. Killebrew

Order Number: 839999

Exhibit "A"

Customer Reference:

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

Parcel 1:

All that portion of the South 1/4 of the South 1/2 of Lot 4 in Section 34, Township 14 North, Range 18 East, M.D.B.&M., said portion in described as:

Commencing at the monument marking the South one-quarter corner of Section 34, thence North 89 deg 57 min 27.35 sec West 1002.00 feet along the South line of said Section 34 to the true point of beginning of this description; thence continuing North 89 deg 57 min 27.35 sec West 137.15 feet to the monument marking the government meander corner; thence North 11 deg 44 min 59.19 sec West 63.74 feet along meander line; thence North 21 deg 13 min 17.33 sec East along meander line to its intersection with the aforementioned North line of said South one-quarter of the South one-half of Lot 4; thence South 89 deg 57 min 08.57 sec East 110 feet, more or less, along said North line to a point which is North 00 deg 02 min 32.65 sec West 163.70 feet from the point of beginning; thence South 00 deg 02 min 32.65 sec East to the point of beginning.

Parcel 1A:

An easement for road purposes over the existing twenty foot roadway extending from the Lake front Easterly to "Highway 50", as contained in Deed recorded December 30, 1959, in Book F-1 of Deeds, Page 27, as Document No. 15426, Official Records.

Assessors Parcel No. 3-220-09

Excepting therefrom all that portion thereof, lying below the natural ordinary high water line of Lake Tahoe.

Parcel 2:

All that portion of South one-quarter of the South one-half of Lot 4 in Section 34, Township 14 North, Range 18 East, M.D.B.&M., described as follows:

Commencing at the monument marking the South one-quarter corner of Section 34, thence North 89 deg 57 min 27.35 sec West 602.00 feet along the South line of said Section 34 to the true point of beginning of this description; thence continuing North 89 deg 57 min 27.35 sec West 400.00 feet; thence North 00 deg 02 min 32.65 sec East 163.7 feet to the North line of said South one-quarter of South one-half of Lot 4; thence South 89 deg 57 min 08.56 sec East 400.00 feet along said North line; thence South 00 deg 02 min 32.65 sec West 163.7 feet more or less, to the said South line of Section 34 and the true point of beginning.

Parcel 2A:

An easement for road purposes over the existing twenty foot roadway extending from the Lake front Easterly to "Highway 50", as contained in Deed recorded December 30, 1959, in Book F-1 of Deeds, Page 27, as Document No. 15426, Official Records.

Assessors Parcel No. 3-220-10



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10/18/2005