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Douglas County - NV
Werner Christen - Recorder
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BK-1105 PG- 4143 RPTT: 0.00



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

This instrument was prepared by ~~and after recording returned to~~ Recording Requested by &
~~Bank of America, N.A.~~ ✓ When Recorded Return To:
Post Closing Review US Recordings, Inc.
2530 6361-02 2925 Country Drive Ste 201
25306248 St. Paul, MN 55117

This Real Estate Subordination Agreement ("Agreement") is executed as of MAY 17, 2005, by Bank of America, N.A., having an address of 8300 Norman Center Drive, Bloomington, MN 55437 ("Subordinator"), in favor of Bank of America, N.A., having an address for notice purposes of 8300 Norman Center Drive, Bloomington, MN 55437 ("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 7/9/2004 executed by KAREN L. CREEL, AN UNMARRIED PERSON and which is recorded in BOOK: 0804 PAGE: 06123, and if applicable, of the land records of DOUGLAS County, 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 KAREN L. CREEL, AN UNMARRIED WOMAN

(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

\$228,497.00 (the "Principal Amount") [For North Carolina only - bearing interest and payable as therein *REC 6/16/2005 Bk 0605 Pg 4802* 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

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: *Elizabeth Mitchell*
Elizabeth Mitchell
Its: VICE PRESIDENT

Date

Witness

Witness



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(es):

Witness Signature

Typed or Printed Name

Witness Signature

Typed or Printed Name

Trustee Name: PREAP, INC.

[Signature]
Signature

RUTH BERRY
Typed or Printed Name

Signature

Typed or Printed Name

Trustee Acknowledgement

State/Commonwealth/District of Missouri)

County/City of St. Louis)

This instrument was acknowledged before me on this the 17 day of May, 2005, by
Ruth Berry as trustee of PREAP, INC.

[Signature]
Signature of Person Taking Acknowledgement
Commission Expiration Date: 9-16-08

LINDA M. REED
Notary Public - Notary Seal
STATE OF MISSOURI
St. Louis County
My Commission Expires: Sept. 26, 2008



Bank of America Acknowledgement:

State/Commonwealth/District of *MO. S.S. 2005*
County/City of *ST. LOUIS*

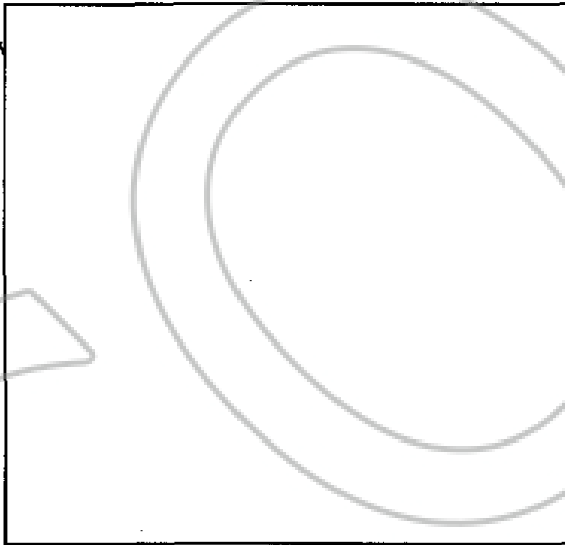
On this the **17TH** day of **MAY, 2005** before me, **LINDA M. REED** the undersigned officer, personally appeared **Elizabeth Mitchell** who acknowledged him/herself to be the **Vice President** of Bank of America, N.A., and that (s)he, as such **Vice President**; being authorized so to do, executed the foregoing instrument for the purpose therein contained, by signing the name of the corporation by him/herself as **Elizabeth Mitchell, Vice President**
In witness whereof I hereunto set my hand and official seal.

LINDA M. REED
Notary Public - Notary Seal
STATE OF MISSOURI
St. Louis County
My Commission Expires: Sept. 26, 2008

Linda M. Reed

Signature of Person Taking Acknowledgement
Commission Expiration Date: *9-26-2008*

reserv



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LEGAL DESCRIPTION

THE FOLLOWING DESCRIBED REAL PROPERTY SITUATE IN THE CITY OF UNINCORPORATED AREA,
COUNTY OF DOUGLAS, AND STATE OF NEVADA, TO WIT:

LOT 14, IN BLOCK B, AS SET FORTH ON FINAL SUBDIVISION MAP NO. 1006-10 FOR CHICHESTER
ESTATES,

PHASE 10, FILED IN THE OFFICE OF THE COUNTY RECORDER OF DOUGLAS COUNTY, NEVADA ON APRIL
25, 2002 IN BOOK 0402 OF OFFICIAL RECORDS, PAGE 7623, AS DOCUMENT NO. 540511.

TAX ID #: 1320-33-718-004

BY FEE SIMPLE DEED FROM DARR CONSTRUCTION LLC, A NEVADA LIMITED LIABILITY COMPANY TO
KAREN L. CREEL, AN UNMARRIED WOMAN AS SET FORTH IN DEED BOOK 0103, PAGE 06504 AND
RECORDED ON 1/16/2003, 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.



U25306361-01HM05

SUBORDINATION AG

LOAN# 6983566222

US Recordings

COPY



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11/09/2005