

OFFICIAL RECORD

Requested By:

BANK OF AMERICA

Assessor's Parcel Number: 1220-10-410-004

Douglas County - NV  
Werner Christen - Recorder

Page: 1 Of 4 Fee: 17.00  
BK-1105 PG- 5986 RPTT: 0.00



✓ This instrument was prepared by:  
Bank of America/Shelia Gray  
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 #: 68181003421099 - 3303397594

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

This Real Estate Subordination Agreement ("Agreement") is executed as of 11/01/2005, 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 06/09/2004, executed by JOE P JACOBY JR AND DONNA S JACOBY, TRUSTEES OR SUCCESSOR TRUSTEE(S) OF THE JACOBY FAMILY TRUST DATES FEBRUARY 17, 2004

and which is recorded in Volume/Book 0704, Page 04985, and if applicable, Document Number N/A, 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 JOE P JACOBY JR AND DONNA S JACOBY, TRUSTEES OR SUCCESSOR TRUSTEE(S) OF THE JACOBY FAMILY TRUST DATES FEBRUARY 17, 2004

(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 \$ 350,000.00 (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.**

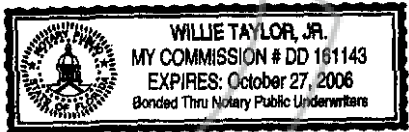
*Pamela E Sinclair*  
By: Pamela E Sinclair  
Its: AVP of Loan Solutions  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Bank of America Acknowledgment:**

State/Commonwealth/District of Florida  
County/City of Duval

On this the 1st day of November 2005, before me, Willie Taylor Jr 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.

*Willie Taylor Jr*  
Signature of Person Taking Acknowledgment  
*Willie Taylor Jr*  
Commission Expiration Date: 10/27/2005 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) :**

*Shelia Gray*  
Witness Signature

Shelia Gray  
Typed or Printed Name

*Madrina Pulumbarit*  
Witness Signature

Madrina Pulumbarit  
Typed or Printed Name

**Trustee Name : PRLAP, INC.**

*Carolyn Blymiller ACP*  
Signature

Carolyn Blymiller  
Typed or Printed Name

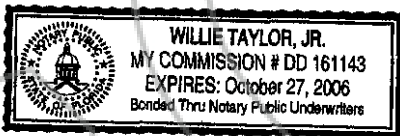
**Trustee Acknowledgment:**

State/Commonwealth/District of Florida

County/City of Duval

On this the 1st day of November 2005, before me, Willie Taylor Jr the undersigned officer, personally appeared \_\_\_\_\_, who acknowledged him/herself to be the VP of Loan Solutions and that (s)he, as such VP 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 VP of Loan Solutions. In witness whereof I hereunto set my hand and official seal.

*Willie Taylor Jr*  
Signature of Person Taking Acknowledgment  
Willie Taylor Jr  
Commission Expiration Date: 10/27/2006



(for use in AZ, NV and VA)

91-12-2395NSBW 05-2005

**EXHIBIT A**

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

**THE FOLLOWING DESCRIBED REAL ESTATE IN DOUGLAS COUNTY, STATE OF NEVADA:**

**LOT 4, OF GARDNERVILLE RANCHOS, ACCORDING TO THE MAP THEREOF, FILED IN THE OFFICE OF THE COUNTY RECORDER OF DOUGLAS COUNTY, STATE OF NEVADA, ON NOVEMBER 30, 1964, IN BLOCK 1 OF MAPS, PAGE 40, FILE NO. 26665.**

**AND COMMONLY KNOWN AS: 1020 SAGEBRUSH COURT, GARDNERVILLE, NEVADA 89460**

**TAX ID #: 1220-09-410-024**

**BY FEE SIMPLE DEED FROM JOE P. JACOBY JR. AND DONNA JACOBY, HUSBAND AND WIFE AS J/T/W/R/S TO JOE P. JACOBY JR. AND DONNA S. JACOBY, TRUSTEES, OR SUCCESSOR TRUSTEE(S) OF THE JACOBY FAMILY TRUST DATED FEBRUARY 17, 2004 AS SET FORTH IN DEED BOO 0404, PAGE 06366 AND RECORDED ON 4/14/2004, 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.**

