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Page: 1 OF 4 Fee: 17.00  
BK-1205 PG- 7064 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:~~

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

Bank of America, N.A.  
Post Closing Review

28266648-2

This Real Estate Subordination Agreement ("Agreement") is executed as of **OCTOBER 20, 2005**, by Bank of America, N.A., having an address of **2727 S. 48th Street, Tempe, AZ 85282** ("Subordinator"), in favor of Bank of America, N.A., having an address for notice purposes of **2727 S. 48th Street, Tempe, AZ 85282** ("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 **JULY 1, 2002** executed by **JEANETTE M. STOWELL AND JEFFREY STOWELL** and which is recorded in **INSTRUMENT NUMBER 0546777**, 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 **JEANETTE M. STOWELL, 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 ~~94,000.00~~ (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

\* Recorded 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: Elizabeth Mitchell  
Elizabeth Mitchell Date 10-20-05  
Its: VICE PRESIDENT

\_\_\_\_\_  
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: Prlap, Inc  
Carol Ann Walker  
Signature  
Carol Ann Walker  
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 6<sup>th</sup> day of December 2005, by Carol Ann Walker as trustee of Prlap, Inc

Heather Fischer  
Signature of Person Taking Acknowledgement  
Commission Expiration Date: 12/27/07

**HEATHER FISCHER**  
Notary Public - Notary Seal  
State of Missouri, St. Louis County  
Commission # 05789538  
My Commission Expires: Oct. 27, 2009

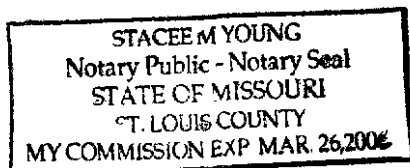
Bank of America Acknowledgement:  
My Commission Expires: Oct. 27, 2009



State/Commonwealth/District of *Missouri*  
County/City of *St. Louis*

On this the 20<sup>TH</sup> day of **OCTOBER, 2005** before me, **STACEE M. YOUNG** 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.



*[Signature]*  
Signature of Person Taking Acknowledgement  
Commission Expiration Date: *3/26/06*



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**LEGAL DESCRIPTION**

**THE FOLLOWING DESCRIBED REAL PROPERTY SITUATE IN THE CITY OF ZEPHR COVE, COUNTY OF DOUGLAS, AND STATE OF NEVADA, TO WIT: LOT 2-4 AS SHOWN ON THE MAP OF CASTLE ROCK PARK UNIT NO. 2, FILED IN THE OFFICE OF THE COUNTY RECORDER OF DOUGLAS COUNTY, NEVADA, ON JULY 19, 1996, AS DOCUMENT NO. 33031.**

**TAX ID #: 1318-157-140-37**

**BY FEE SIMPLE DEED FROM JEANETTE M. STOWELL, AN UNMARRIED WOMAN AND JEFFREY STOWELL, AN UNMARRIED MAN AS J/T TO JEANETTE M. STOWELL, AN UNMARRIED WOMAN AS SET FORTH IN DEED BOOK 0405, PAGE 1704 AND RECORDED ON 4/6/2005, 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.**



**U28266648-02HM04**

SUBORDINATION AG  
LOAN# 8959253284  
US Recording

