

(Do not write above this line. This space is reserved for recording.)



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

PARCEL TAX MAP ID NO. 1220-16-610-080

315350832

This instrument was prepared by
~~and after recording returned to:~~
Bank of America, N.A. Collateral Tracking
9000 Southside Blvd., Bldg 700
Jacksonville, FL 32256
Loan Account being subordinated#: 68181005796899

CRESS/HFS File No. **3643285**
New Senior Loan Acct # 6979729578

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

This Real Estate Subordination Agreement ("Agreement") is executed as of **May 1, 2006**, 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: Bank of America, 4161 Piedmont Parkway, Greensboro, NC 27410 ("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 **2/8/2006** executed by **Marlene L. Collins and Danny N. Collins, married to each other** and which is recorded in **Book: 0306 Page: 0461** and/or **Instrument #**, and if applicable, of the land or torrens records of **Douglas** County, State of NV as same may have been or is to be modified prior hereto or contemporaneously herewith (the "Senior Lien"), encumbering the land described in 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 **Danny N. Collins and Marlene L. Collins, husband and wife as joint tenants**

(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 **\$199,600.00** (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



0675548

Page: 2 of 4

BK- 0506
PG- 8758
05/23/2006

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 Senior Lien, 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.

Date : May 1, 2006

By: *Elizabeth Noelker*
Printed name: Elizabeth Noelker
Title: Assistant Vice President

Witnesses (as required)

Printed Name:

Printed Name:

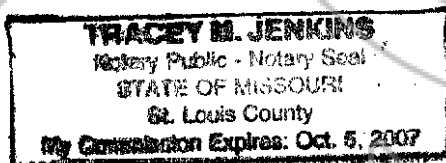
State of MISSOURI
City of St. Louis

Bank of America Acknowledgement

On this the 1st day of May, 2006, before me, Tracey M. Jenkins the undersigned officer, personally appeared Elizabeth Noelker who, being duly sworn by me, acknowledged him/herself to be the Assistant VICE PRESIDENT of Bank of America, N.A., and that (s)he, as such Assistant 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 Assistant VICE PRESIDENT.

In witness whereof, I hereunto set my hand and official seal.

(SEAL)



Tracey M. Jenkins
Signature of Person Taking Acknowledgement
Printed name: Tracey M. Jenkins
Commission Expiration Date: 10-5-07
1831 Chestnut St., 6th Fl
St. Louis, MO 63103

The following states must have Trustee sign Subordination Agreement: DC and VA.



LEGAL DESCRIPTION

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

THE LAND REFERRED TO HEREIN IS SITUATED IN THE STATE OF NEVADA, COUNTY OF DOUGLAS CITY OF GARDNERVILLE DESCRIBED AS FOLLOWS:

LOT 147, AS SAID LOT IS SHOWN ON THE OFFICIAL PLAT OF GARDNERVILLE RANCHOS UNIT NO. 2, FILED IN THE OFFICE OF THE COUNTY RECORDER OF DOUGLAS COUNTY, NEVADA, ON JUNE 1, 1965, IN BOOK 1 OF MAPS, FILED AS NO. 28309, AND TITLE SHEET AMENDED ON JUNE 4, 1965, AS FILING NO. 28377.

TAX ID #: 1220-16-610-080



U31535083-02HM04

SUBORDINATION AG
LOAN# 6979729578
US Recordings

