

Douglas County - NV
Werner Christen - Recorder
Page: 1 Of 3 Fee: 16.00
BK-0207 PG- 72 RPTT: 0.00



A.P.N. 1320-31-513-006

This instrument was prepared by:
275 Valencia Ave
Brea CA 92823

After recording return to:

Bank of America Collateral Tracking
9000 Southside Boulevard, Bldg 700
Jacksonville, FL 32256
Account #: 68189000874799

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

This Real Estate Subordination Agreement ("Agreement") is executed as of 01/30/2007, by Bank of America, N.A., having an address of 275 Valencia Ave., Brea, CA 92823

("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 01/03/2007, executed by Bank of America and which is recorded in Volume/Book 0505 & 0107, Page 8703 & 749, and if applicable, Document Number 0644790 & 0692036, 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 John D. Cressaty and Elizabeth F. Cressaty (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 \$ 231,750.00 (the "Principal Amount") including provisions for

(for use in AZ, NV and VA)

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.

Beverly J. Kelly

Date: 1/30/07

By: Beverly J. Kelly

Its: VP; Fulfillment Team Lead

Bank of America Acknowledgment:

State/Commonwealth/District of CALIFORNIA

County/City of Los Angeles

On this the 30th day of January, before me, Hugo Martinez the undersigned officer, personally appeared Beverly J. Kelly, who acknowledged him/herself to be the VP; Fulfillment Team Lead of Bank of America, N.A., and that (s)he, as such VP; Fulfillment Team Lead, 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; Fulfillment Team Lead. In witness whereof I hereunto set my hand and official seal.

Hugo Martinez
Signature of Person Taking Acknowledgment

Commission Expiration Date: 1-5-2010



(for use in AZ, NV and VA)

91-12-2395NSBW 07-2006

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) :

Maria Nerio
Witness Signature

Maria Nerio

Typed or Printed Name

Rhonda Boettger
Witness Signature

Rhonda Boettger

Typed or Printed Name

Trustee Name: PRLAP, INC.

Beverly J. Kelly
Signature

Beverly J. Kelly

Typed or Printed Name

Trustee Acknowledgment:

State/Commonwealth/District of CALIFORNIA

County/City of Los Angeles

On this the 30th day of January, before me, Hugo Martinez the undersigned officer, personally appeared Beverly J. Kelly, who acknowledged him/herself to be the VP; Fulfillment Team Leader of Bank of America and that (s)he, as such VP; Fulfillment Team Leader, 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; Fulfillment Team Leader. In witness whereof I hereunto set my hand and official seal.

Hugo Martinez
Signature of Person Taking Acknowledgment

Commission Expiration Date: 1-5-2010



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