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02/13/2007 02:57 PM Deputy: PK

OFFICIAL RECORD

Requested By:
CUSTOM RECORDING SOLUTIONS

Douglas County - NV
Werner Christen - Recorder

Page: 1 Of 5 Fee: 18.00
BK-0207 PG- 4298 RPTT: 0.00



APN 1420-26-401-044

Recording requested by: LSI

When recorded return to :

Custom Recording Solutions

✓ 2550 N. Redhill Ave.

Santa Ana, CA. 92705

800-756-3524 ext. 5011 3052957

SUBORDINATION AGREEMENT

Please complete the cover page, check one of the following and sign below.

I the undersigned hereby affirm that this document submitted for recording does not contain a social security number.

OR

I the undersigned hereby affirm that this document submitted for recording contains a social security number of a person as required by law:

(Law).

Ricardo Marquez
Signature

Coordinator
Title

(Additional recording fees apply)

This instrument was prepared by:
Bank of America/Donna Cade
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 #: _____/6137075823

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

This Real Estate Subordination Agreement ("Agreement") is executed as of 01/04/2007, 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 08/08/2005, executed by MICHAEL P. ARETT AND LAUREL E. KRUSE-ARETT, HUSBAND AND WIFE AS JOINT TENANTS WITH RIGHT OF SURVIVORSHIP

and which is recorded in Volume/Book 0905, Page 1160, and if applicable, Document Number 0654199, 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 MICHAEL P. ARETT AND LAUREL E. KRUSE-ARETT, HUSBAND AND WIFE AS JOINT TENANTS WITH RIGHT OF SURVIVORSHIP

(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

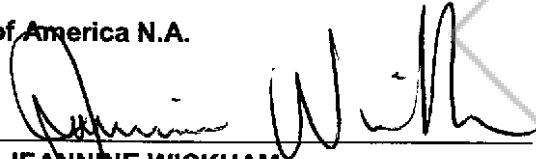
the maximum principal face amount of \$ 167,675.00 (the "Principal Amount") including provisions for acceleration and payment of collection costs (the "Obligation"); the Junior Lien and the Obligation to contain such other terms and provisions as Bank of America and Borrower shall determine; and

*** PLEASE RECORD CONCURRENTLY W / D.O.T**

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.



By: JEANNINE WICKHAM

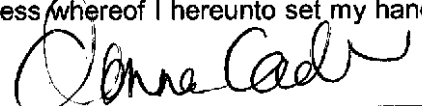
Its: AVP OF National Post Closing

Bank of America Acknowledgment:

State/Commonwealth/District of FLORIDA

County/City of DUVAL

On this the 4 day of January 2007, before me, DONNA CADE the undersigned officer, personally appeared JEANNINE WICKHAM, who acknowledged him/herself to be the AVP of National Post Closing of Bank of America, N.A., and that (s)he, as such AVP of National Post Closing, 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 National Post Closing. In witness whereof I hereunto set my hand and official seal.



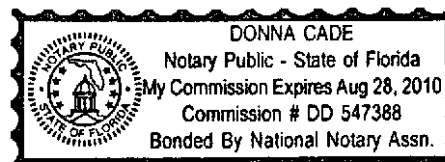
Signature of Person Taking Acknowledgment

DONNA CADE

Commission Expiration Date: 8/28/2010

(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) :

Melody Lee
Witness Signature

MELODY LEE
Typed or Printed Name

Penny Howard
Witness Signature

PENNY HOWARD
Typed or Printed Name

Trustee Name : PRLAP, INC.

Shane Rogers
Signature

SHANE ROGERS
Typed or Printed Name

Trustee Acknowledgment:

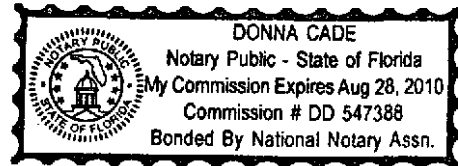
State/Commonwealth/District of FLORIDA

County/City of DUVAL

On this the 4 day of January 2007, before me, DONNA CADE the undersigned officer, personally appeared SHANE ROGERS, who acknowledged him/herself to be the VP of PRLAP INC and that (s)he, as such VP, 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. In witness whereof I hereunto set my hand and official seal.

Donna Cade
Signature of Person Taking Acknowledgment

DONNA CADE
Commission Expiration Date: 8/28/2010



(for use in AZ, NV and VA)

91-12-2395NSBW 05-2005

Order ID1798013

Loan Number : 6137075823

**EXHIBIT A
LEGAL DESCRIPTION**

ALL THAT CERTAIN LOT, PIECE OF PARCEL OF LAND LOCATED IN THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 26, TOWNSHIP 14 NORTH, RANGE 20 EAST M.D.B. AND M., DOUGLAS COUNTY, NEVADA DESCRIBED AS FOLLOWS:

PARCEL D AS SHOWN ON THE PARCEL MAP FOR DONALD M. EDISON FILED FOR RECORD IN THE OFFICE OF THE COUNTY RECORDER, DOUGLAS COUNTY, NEVADA ON AUGUST 15, 1989, IN BOOK 889, PAGE 2078, AS DOCUMENT NO. 208705.

APN: 1420-26-401-044

COPY