

OFFICIAL RECORD

Requested By:

STEWART TITLE OF DOUGLAS

COUNTY

Douglas County - NV

Werner Christen - Recorder

Page: 1 of 3 Fee: 16.00

BK-0207 PG- 9716 RPTT: 0.00



070300266DS

This instrument was prepared by:
Bank of America Subordination Unit
4161 Piedmont Parkway
Greensboro, NC 27410

After recording return to:
Bank of America Collateral Tracking
4161 Piedmont Parkway
Greensboro, NC 27410
Account #: 68189000593099

APN 1420-35-201-008

Bank of America



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

This Real Estate Subordination Agreement ("Agreement") is executed as of 02/17/2007, by Bank of America, N.A. ("Subordinator") having an address of:

4161 Piedmont Parkway
Greensboro, NC 27410

in favor of FIRST HORIZON HOME LOANS ("Junior Lien Holder"), having an address for notice purposes of:

1555 W WALNUT HILL LN SUITE 200
IRVING, TX 75038

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 09/06/2006, executed by KEVIN HOELZEN, BRENDA C. HOELZEN, with a property address of: 1606 DOWNS DR, MINDEN, NV 89423

which was recorded on 11/3/2006, in Volume/Book 1106, Page 1209, and Document Number 687882, and if applicable, modified on , in Volume/Book N/A, Page N/A, 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, Junior Lien Holder has been requested to make a loan, line of credit or other financial accommodation to KEVEN D. HOELZEN AND BRENDA C. HOELZEN

(for use in AR, AZ, CO, CT, FL, GA, IA, IL, KS, KY, MD, MI, MN, MO, NC, NM, NJ, NV, NY, OK, SC, TN, TX, VA and VT)

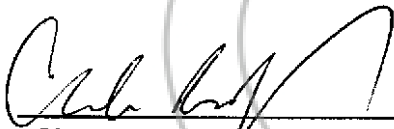
(jointly and severally, "Borrower"), to be secured by, without limitation, either a deed of trust, deed to secure debt or mortgage (the "Junior Lien"), covering without limitation, the Property and securing the indebtedness described therein including the payment of a promissory note, line of credit agreement or other borrowing agreement made by Borrower and/or others payable to the order of FIRST HORIZON HOME LOANS in the maximum principal face amount of \$ 116,000.00 (the "Principal Amount") [For North Carolina only – bearing interest and payable as therein provided at the maximum rate of 6.2500% for a period not to exceed 360.00 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 Junior Lien Holder and Borrower shall determine; and

Now, Therefore, for valuable consideration, Subordinator hereby subordinates the Senior Lien to Junior Lien, subject to the terms of this Agreement. The Subordinator's Senior Lien is subordinated to 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 Junior Lien Holder 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 Junior Lien Holder 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.

Two witness signatures required in CT, FL, GA, SC and TN



By: Charles Rodenbough
Its: Vice President

02/17/2007
Date


Witness Signature

Kristie Barrow
Typed or Printed Name

SEAL


Witness Signature

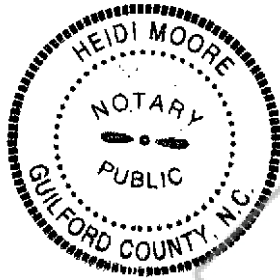
Lashonda Kirby
Typed or Printed Name

(for use in AR, AZ, CO, CT, FL, GA, IA, IL, KS, KY, MD, MI, MN, MO, NC, NM, NJ, NV, NY, OK, SC, TN, TX, VA and VT)

Individual Acknowledgment:

State/Commonwealth/District of North Carolina
County of Guilford/Greensboro

On this the Seventeenth day of February, 2007, before me, Heidi Moore the undersigned Notary Public, personally appeared Charles Rodenbough, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument and acknowledged that (s)he executed the same for the purposes therein contained. In witness whereof I hereunto set my hand and official seal.



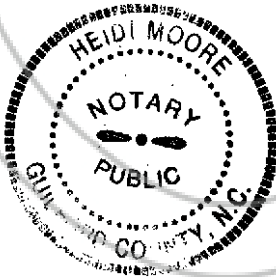
Heidi Moore

Signature of Person Taking Acknowledgment
Commission Expiration Date: 10/01/2008

Corporate Acknowledgment:

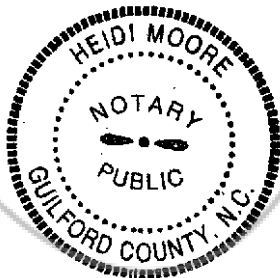
State/Commonwealth/District of North Carolina
County/City of Guilford/Greensboro

On this the Seventeenth day of February, 2007, before me, Heidi Moore, 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 purposes therein contained, by signing the name of the corporation by him/herself as Vice President. In witness whereof I hereunto set my hand and official seal.



Heidi Moore

Signature of Person Taking Acknowledgment
Commission Expiration Date: 10/01/2008



(for use in AR, AZ, CO, CT, FL, GA, IA, IL, KS, KY, MD, MI, MN, MO, NC, NM, NJ, NV, NY, OK, SC, TN, TX, VA and VT)