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38223515-2 (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. 1420-28-212-003

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#: 68189000230199

CRESS/HFS File No. 4753937
New Senior Loan Acct # 6141836442

This Real Estate Subordination Agreement ("Agreement") is executed as of **March 23, 2007**, by Bank of America, N.A., having an address of **1400 Best Plaza Drive, Richmond VA** ("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 **5/25/2006** executed by **Stephen B. Weitzman and Susan B. Weitzman** and which is recorded in **Book: Page: and/or Instrument #680955**, 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 **Stephen B. Weitzman and Susan B. Weitzman, Trustees, or their successors in trust, under the Weitzman Living Trust, dated April 12, 2005 and any amendments thereto**

(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 **\$337,000.00** (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'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 : March 23, 2007

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

Witnesses (as required)

Printed Name:

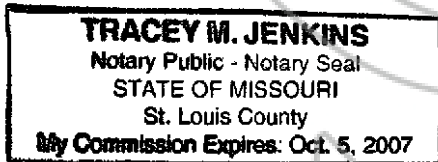
Printed Name:

State of MISSOURI
City of St. Louis

Bank of America Acknowledgement

On this the 23rd day of March, 2007, 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: 10-5-2007
1831 Chestnut St., 6th Fl
St. Louis, MO 63103

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

EXHIBIT "A"

Lot 167, Block C, as shown on the Final Map #PD99-02-06 for Saratoga Springs Estates Unit 6, a Planned Development, recorded in the Office of the County Recorder of Douglas County, Nevada, on June 28, 2002, in Book 0602, at Page 10142, as Document No. 546028.

Legal description taken from: deed recorded 4/26/2005, as document number 0642775.

Tax ID: 1420-28-212-003



U38323515-03HM03

SUBORDINATION AG
LOAN# 6141836442
US Recordings

