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> Douglas County - NV Werner Christen - Recorder

Page: 1 Of 4 Fee: BK-0707 PG-5876 RPTT:

17.00



This instrument was prepared by: Bank of America-Terrence Nelson 9000 Southside Blvd Bldg 700 Jacksonville, FL 32256 Recording requested by: LSI
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Account #: 6472510392/

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

This Real Estate Subordination Agreement ("Agreement") is executed as of 05/29/2007, by Bank of America, N.A., having an address of 9000 Southside Blvd, 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 02/23/2006, executed

by ROBERT J BLACK

and which is recorded in Volume/Book N/A, Page N/A, and if applicable, Document Number 0670765, 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 ROBERT J BLACK

(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 \$ 351,510.00 (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

(for use in AZ, NV and VA)

91-12-2395NSBW 07-2006

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 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.

Date: 5/29/07

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 29 day of May 2007, before me, Kimberly L Lopez, Notary Public 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, 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. In witness whereof I hereunto set my hand and official seal.

Signature of Person Taking Acknowledgment

Commission Expiration Date: 8/10/10

Kimberry L Newson



(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 effecuate the provisions hereof.

Trustee Name :

Eric Sullivan

Typed or Printed Name

Witness(es):

Witness Signature

Terrence Nelson

Typed or Printed Name

Witness Signature

Sharon Goad

Typed or Printed Name

Trustee Acknowledgment:

State/Commonwealth/District of Florida

County/City of Duval

On this the 29 day of May 2007, before me, Kimberly L Lopez, Notary Public the undersigned officer, personally appeared Eric Sullivan, who acknowledged him/herself to be the VP of National Post Closing of Bank of America 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.

Signature of Person Taking Acknowledgment

Commission Expiration Date: 8/10/10

KIMBERLY L LOPEZ

Notary Public - State of Florida

Notary Public - State of Florida

EMy Commission Expires Aug 10, 2010

Commission # DD 583916

Bonded By National Notary Assn.

(for use in AZ, NV and VA)

91-12-2395NSBW 07-2006

PG- 5878 PG- 5878 APN:

Order ID: 3475819 Loan No.: 6472510392

EXHIBIT A LEGAL DESCRIPTION

The land referred to in this policy is situated in the State of NV, County of DOUGLAS, City of GARDNERVILLE and described as follows:

Lot 401, in Block A, as set forth on that certain Official Plat of Job's Peak Ranch, Unit 4, Final Subdivision Map, Planned Unit Development 2014-4, filed for record in the office of the County Recorder of Douglas County, State of Nevada, on April 12, 2004, in Book 0404, Page 5560, Document No. 610012, of Official Records.

Being the same parcel conveyed to Robert J. Black, Jr. from Robert J. Black, an unmarried person, by virtue of a deed dated September 30, 2004, recorded October 5, 2004 in Instrument No. 0625920, Deed Book 1004, Page 1724, in Douglas County, Nevada.

APN 1219-220-010-30

WITH THE APPURTENANCES THERETO.

APN:

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