

Douglas County - NV
Werner Christen - Recorder
Page: 1 Of 3 Fee: 16.00
BK-0308 PG-0467 RPTT: 0.00



(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. 1418-27-810-027

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#: 68181005519099

CRESS/HFS File No. 6100101
New Senior Loan Acct # 6102646855

Recording Requested by &
When Recorded Return To:
US Recordings, Inc.
2925 Country Drive
St. Paul, MN 55117
43903986-02

This Real Estate Subordination Agreement ("Agreement") is executed as of 02/13/2008, 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 11/17/2005 executed by Ann S. Meyers and which is recorded in Book: 1205 Page: 5199 and/or Instrument number 0663140, on 12/12/2005, and if applicable, of the land or torrens records of Douglas County, State of Nevada 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 Ann Meyers, an unmarried woman

(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 \$417,000.00 (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

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 : 2/13/2008

By:

Elizabeth Mitchell

Witnesses (as required)

Printed name: Elizabeth Mitchell

Title: Vice President

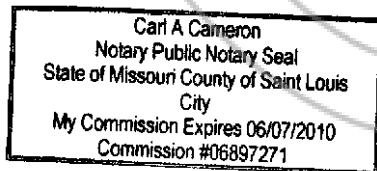
Printed Name:

Printed Name:

State of MISSOURI
City of St. Louis

Bank of America Acknowledgement

On this the 13th day of February, 2008, before me, Carl A. Cameron the undersigned officer, personally appeared Elizabeth Mitchell who, being duly sworn by me, 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 purpose 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.
(SEAL)



Carl A. Cameron

Signature of Person Taking Acknowledgement

Printed name: Carl A. Cameron

Commission Expiration Date: 6-7-2010

1831 Chestnut St., 6th Fl
St. Louis, MO 63103

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



EXHIBIT "A"

THE REAL PROPERTY SITUATE IN THE COUNTY OF DOUGLAS, STATE OF NEVADA, DESCRIBED AS FOLLOWS:

LOT 36, AS SHOWN ON THE MAP OF CAVE ROCK ESTATES UNIT NO. 1, FILED IN THE OFFICE OF THE COUNTY RECORDER OF DOUGLAS COUNTY, NEVADA ON JANUARY 3, 1962, AS DOCUMENT NO. 19323.

TOGETHER WITH ALL TENEMENTS, HEREDITAMENTS AND APPURTENANCES, INCLUDING EASEMENTS AND WATER RIGHTS, IF ANY, THERETO BELONGING OR APPERTAINING, AND ANY REVERSIONS, REMAINDERS, RENTS, ISSUES OR PROFITS THEREOF.

TAX ID #: 1418-278-100-27

BEING ALL AND THE SAME LANDS AND PREMISES CONVEYED TO ANN MEYERS, AN UNMARRIED WOMAN BY DONALD RICHARD DAVIDSON AND ELLEN ANN DAVIDSON IN A GRANT, BARGAIN AND SALE DEED EXECUTED 5/3/2004 AND RECORDED 6/7/2004 IN BOOK 0604, PAGE 03697 OF THE DOUGLAS COUNTY, NEVADA LAND RECORDS



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SUBORDINATION AG

US Recordings

Page 3 of 3



0719019 Page: 3 Of 3 03/03/2008 BK- 0308 PG- 469