DOC # 0720998 04/08/2008 12:54 PM Deputy: EI OFFICIAL RECORD Requested By: SPL EXPRESS, INC

Douglas County - NV Werner Christen - Recorder

Page: 1 Of 4 Fee: BK-0408 PG-1746 RPTT:

17.00

CALIFORNIA COUNTIES TITLE CO.

This instrument was prepared by:
Bank of America
21000 NW Evergreen Pkwy.
Hillsboro, OR 97124
7082091/42606694
APN: 1418-03-811-001

After recording return to:
Bank of America Collateral Tracking
9000 Southside Boulevard, Bldg 700
Jacksonville, FL 32256
Account #: 68181001696001

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

This Real Estate Subordination Agreement ("Agreement") is executed as of 03/26/2008, by Bank of America, N.A., having an address of 21000 NW Evergreen Pkwy., Hillsboro, OR 97124

("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 01/15/2002, executed

by Angus Lloyd MacLean, Jr and Virginia A MacLean

and which is recorded in Volume/Book 102, Page 8730, and if applicable, 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, Bank of America has been requested to make a loan, line of credit or other financial accommodation to Angus Lloyd MacLean Jr and Virginia A MacLean (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 \$ 310,000.00 (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

## 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: PRLAP, INC.

Linda Gilchrist

Typed or Printed Name

Witness(es

Witness Signature

Paul Rudnick

Typed or Printed Name

Michelle Wright

Typed or Printed Name

## **Trustee Acknowledgment:**

State/Commonwealth/District of Oregon

County/City of Washington

the undersigned officer, personally appeared Linda On this the 26th day of March, before me, Gilchrist, who acknowledged him/herself to be the Vice President of PRLAP and that (s)he, as such authorized officer, 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.

Commission Expiration Date:

Signature of Rerson Taking Acknowledgment

9/14/2010

OFFICIAL SEAL TIFFANY BRAVERMAN NOTARY PUBLIC - OREGON COMMISSION NO. 409951 MY COMMISSION EXPIRES SEPTEMBER 14, 2010

(for use in AZ, NV and VA)

91-12-2395NSBW 07-2006

Page: 2 Of

0408 PG-04/08/2008

0720998

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: 03/26/08

Bank of America N.A.

By:

Linda Gilchrist

Its: Vice President

**Bank of America Acknowledgment:** 

State/Commonwealth/District of Oregon

County/City of Washington

On this the 26th day of March, before me, the undersigned officer, personally appeared Linda Gilchrist, who acknowledged him/herself to be the Vice President of Bank of America, N.A., and that (s)he, as such authorized officer, 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.

Signature of Person Taking Acknowledgment

Commission Expiration Date: 9/14/2010

OFFICIAL SEAL
TIFFANY BRAVERMAN
NOTARY PUBLIC - OREGON
COMMISSION NO. 409951
MY COMMISSION EXPIRES SEPTEMBER 14, 2010

(for use in AZ, NV and VA)

91-12-2395NSBW 07-2006

0720998 Page: 3 Of 4

BK- 0408 PG- 1748 04/08/2008

Page Number: 1

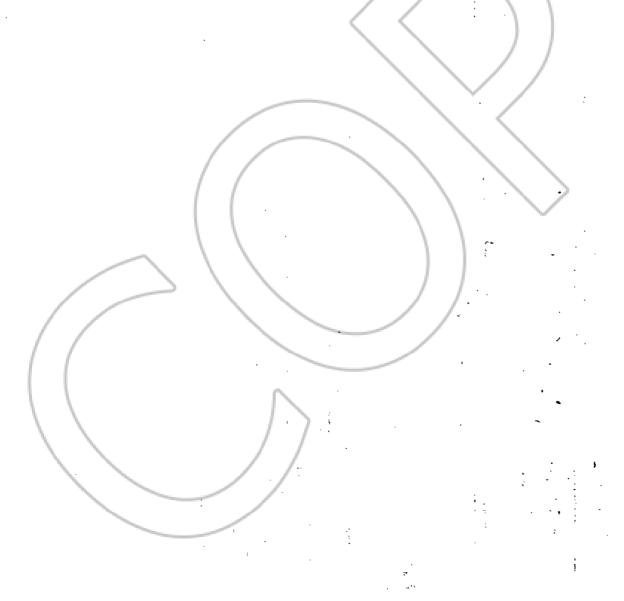
## **EXHIBIT A**

Situate in the County of Douglas, State of Nevada, described as follows:

Lot 59 in Block F as shown on the Map of Glenbrook Unit No. 3-B, filed in the office of the Douglas County Recorder, State of Nevada on June 13, 1980 in Book 680, Page 1269 as Document No. 45299 of Official Records.

County of Douglas, State of Nevada.

APN #: 1418-03-811-001



PG- 1749 04/08/2008