

Douglas County - NV  
Werner Christen - Recorder  
Page: 1 Of 4 Fee: 17.00  
BK-408 PG- 7820 RPTT: 0.00



This instrument was prepared by:  
Bank of America  
275 S. valencia Ave.  
Brea, Ca 92822

After recording return to:  
Bank of America Collateral Tracking  
9000 Southside Boulevard, Bldg 700  
Jacksonville, FL 32256  
Account #: 68181004633299

280081-SL

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

This Real Estate Subordination Agreement ("Agreement") is executed as of 04/17/2008, by Bank of America, N.A., having an address of 275 S. valencia Ave. Brea, Ca 92822

("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 04/18/2005, executed by JAMES G BOOKER AND JOAN T BOOKER and which is recorded in Volume/Book 0605, Page 00095, and if applicable, Document Number 0645705, 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 JAMES G BOOKER AND JOAN T BOOKER (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 \$ 100,000.00 (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)

**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.

**Bank of America N.A.**

Matthew Dix

Date: 04/17/2008

By: matthew Dix

Its: Vice President

**Bank of America Acknowledgment:**

State/Commonwealth/District of California

County/City of Orange

On this the 17th day of April, 2008, before me, Chris Miller the undersigned officer, personally appeared Matthew Dix, 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 Matthew Dix. In witness whereof I hereunto set my hand and official seal.

[Signature]  
Signature of Person Taking Acknowledgment

Commission Expiration Date: 10-3-08



(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.

**Witness(es) :**

**Trustee Name : PRLAP, INC.**

\_\_\_\_\_  
Witness Signature

*Matthew T. Dix*  
\_\_\_\_\_  
Signature

\_\_\_\_\_  
Typed or Printed Name

Matthew Dix  
\_\_\_\_\_  
Typed or Printed Name

\_\_\_\_\_  
Witness Signature

\_\_\_\_\_  
Typed or Printed Name

**Trustee Acknowledgment:**

State/Commonwealth/District of California

County/City of Orange

On this the 17<sup>th</sup> day of April, 2008, before me, Chris Miller the undersigned officer, personally appeared Matthew Dix, who acknowledged him/herself to be the Vice President of Bank of America 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 Matthew Dix. In witness whereof I hereunto set my hand and official seal.

*[Signature]*  
\_\_\_\_\_

**Signature of Person Taking Acknowledgment**

Commission Expiration Date: 10-3-08



(for use in AZ, NV and VA)

91-12-2395NSBW 07-2006

# Bank of America CreditLine™ Account Modification Agreement

Borrower Name(s) (jointly and severally, "Borrower")

JAMES G BOOKER AND JOAN T BOOKER  
1294 SADDLEHORN COURT  
MINDEN , NV 89423

Date: 04/17/2008

Account # 68181004633299

Originating Unit Contact Name: Joshua Arias

Phone #: 888 . 236 . 1520

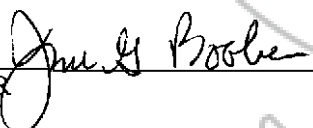
All Capitalized terms used below have the same meaning as set forth above or in the CreditLine Agreement)

## THE CHANGES SET FORTH BELOW MAY TAKE UP TO FIVE (5) BUSINESS DAYS FROM THE EFFECTIVE DATE TO BE PROCESSED.

- 1. Background.** Bank of America, N.A. (the "Bank") is the current creditor under the Bank of America CreditLine Agreement executed by Borrower (the "Agreement"), as same may have been previously modified from time to time. As of the Date, Borrower acknowledges and agrees that the information is correct, and the Agreement and any other document executed by Borrower (or executed on Borrower's behalf) have been properly executed and delivered to the Bank and are fully enforceable against Borrower. Additionally, Borrower acknowledges and agrees that Borrower has no counterclaims, setoffs or defenses or rights to counterclaims, setoffs or defenses to payment of the Agreement or if Borrower has any such counterclaims, setoff or defense, Borrower waives it unless prohibited by law. Any waiver of jury trial and/or consent to jurisdiction previously executed between any Borrower or guarantor who signed, endorsed or guaranteed the Agreement shall unconditionally be fully effective and shall fully extend to this CreditLine Account Modification Agreement (this "Modification") and any document executed in conjunction herewith.
- 2. Request and Agreement.** Borrower requests, and the Bank agrees, for good and valuable consideration, which receipt is acknowledged, to modify the Agreement only as shown below. If not modified below, all other terms and conditions of the Agreement remain the same. Borrower and the Bank enter into this Modification as of the Date, with all modifications to be effective as of the Effective Date unless otherwise shown below. This Modification is not a novation, release or waiver of any right by the Bank. The Bank is authorized to modify any automatic payment schedule or amount, if applicable, to conform to this Modification.

**Decrease the amount of the Line.** The amount of the Line is decreased from \$ 253,000.00 to \$ 176,000.00 .  
(Once the amount of the line is decreased, it may not be increased without additional requirements being met.)

THE UNDERSIGNED BORROWER(S) AGREE TO THE TERMS OF THIS MODIFICATION AGREEMENT UNDER SEAL AND ACKNOWLEDGE THAT I/WE HAVE RECEIVED A FULL AND COMPLETED COPY OF THIS MODIFICATION AGREEMENT (REGARDLESS IF MY OUR SIGNATURE(S) APPEAR(S) ON THE COPY.

  
\_\_\_\_\_  
JAMES G BOOKER (Seal)

  
\_\_\_\_\_  
JOAN T BOOKER (Seal)

Please send to Richmond Portfolio Administration  
Bank of America – Richmond Center Mail Code VA2-325-16-02

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BK- 408  
PG- 7823  
04/30/2008