×. ..

DOC # 0726388 07/09/2008 10:06 AM Deputy: SD OFFICIAL RECORD Requested By: US RECORDINGS INC

APN # 122d02b01022

Douglas County - NV Werner Christen - Recorder

Page: 1 Of 4 Fee: BK-0708 PG-1260 RPTT:

17.00 0.00

Recording Requested by and Return to:

Name US Recordings, Inc.

✓ Address 2925 Country Drive

City/State/Zip St. Paul, MN 55117



SUBORDINATION AGREEMENT

45042607

(Title of Document)

This page added to provide additional information required by NRS 111.312 Sections 1-4.

(Additional recording fee applies).

This cover page must be typed or printed clearly in black ink only.

(Do not write above this line. This space is reserved for recording.)

Bank of America



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

PARCEL TAX MAP ID NO. 122002001022

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#: 6818100423

CRESS/HFS File No. 6266122 New Senior Loan Acct # 6067225471

This Real Estate Subordination Agreement ("Agreement") is executed as of FEBRUARY 28, 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 01/3/05 executed by RYAN G. MCTEE AND ROSSILYN M MCTEE and which is recorded on 3/1/05 BOOK 0305, PAGE 00121, 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 (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 \$4 (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 # 287,000.00 Recorded 4-23-08 # 0722,006 BK 0408 PG 5645

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.

0708 PG-1261

Bank of America, N.A.

Date: FEBRUARY 28, 2008

Printed name: Elizabeth Mitchel

Title:

Vice President

Witnesses (as required)

Printed Name:

State of MISSOURI City of St. Louis

Bank of America Acknowledgement

On this the 28TH day of FEBURARY, 2008, before me, TERRI A. OREBAUGH

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)

TERRI A. OREBAUGH

Notary Public - Notary Seal State of Missouri Commissioned for St. Louis City My Commission Expires: Mar. 08, 2010

06843927

Signature of Person Taking Acknowledgement

Printed name: TERRY A. OREBAUGH

Commission Expiration Date 3.08-3010

1831 Chestnut St., 6th Fl

St. Louis, MO 63103

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

EXHIBIT "A"

Having a portion of the Northeast 1/4 of section 2, Township 12 North, Range 20 East, further described as follows:

Parcel 18A-1 as set forth on the Parcel Map No. 2 for Tedsen/Anker, filed for record in the Office of the County Recorder, State of Nevada on April 15, 1993, in Book 493, Page 2695, as Document No. 384722.

Legal description taken from: Deed recorded 6/9/98 as instrument# 0441633.

Tax ID:

122002001022

SUBORDINATION AG

US Recordings

Page: 4 Of 4 07/09/2008