



APN 131903-414-025

RETURN TO:
Recording Requested By:

Name Custom Recording Solutions

Address 2500 N. Redhill Ave

City / State / Zip Santa Ana, CA 92705
4401327

SUBORDINATION AGREEMENT
(Print Name Of Document On The Line Above)

I the undersigned hereby affirm that this document submitted for recording contains personal information (social security number, driver's license number or identification card number) of a person as required by a specific law, public program or grant that requires the inclusion of the personal information. The Nevada Revised Statute (NRS), public program or grant referenced is:

(Insert the NRS, public program or grant referenced on the line above)

Signature Son Phan Title Recording Coordinator

This page is added to provide additional information required by NRS 111.312 Sections 1-2. This cover page must be typed or printed. Additional recording fee applies.

This instrument was prepared by:
Bank of America Subordination Unit
4161 Piedmont Parkway
Greensboro, NC 27410
NV - 4401327

After recording return to:
Bank of America Collateral Tracking
4161 Piedmont Parkway
Greensboro, NC 27410
Account #: 6818100531XXXX

Bank of America



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

This Real Estate Subordination Agreement ("Agreement") is executed as of 07/07/2008, by Bank of America, N.A. ("Subordinator") having an address of:

4161 Piedmont Parkway
Greensboro, NC 27410

in favor of WELLS FARGO BANK, NA ("Junior Lien Holder"), having an address for notice purposes of:
3480 STATEVIEW BLVD.
FORT MILL, SC 29715

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 12/19/2005, executed by STEVEN J HEBERT, with a property address of: 2400 GENOA MEADOWS CIRCLE, GENOA, NV 89411

which was recorded on 03/27/2006, in Volume/Book 0306, Page 9984, and Document Number N/A, and if applicable, modified on _____, in Volume/Book N/A, Page N/A, 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, Junior Lien Holder has been requested to make a loan, line of credit or other financial accommodation to STEVEN J HEBERT, A SINGLE MAN

(for use in AR, AZ, CO, CT, FL, GA, IA, IL, KS, KY, MD, MI, MN, MO, NC, NM, NJ, NV, NY, OK, SC, TN, TX, VA and VT)



(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 WELLS FARGO BANK, NA in the maximum principal face amount of \$ 229,489.00 (the "Principal Amount") [For North Carolina only - bearing interest and payable as therein provided at the maximum rate of 5.3750% for a period not to exceed 120.00 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 Junior Lien Holder and Borrower shall determine; and

DD. 3/30/08 RECORDED 5/06/08 INS# 722 727

Now, Therefore, for valuable consideration, Subordinator hereby subordinates the Senior Lien to Junior Lien, subject to the terms of this Agreement. The Subordinator's Senior Lien is subordinated to 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 Junior Lien Holder 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 Junior Lien Holder 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.

(for use in AR, AZ, CO, CT, FL, GA, IA, IL, KS, KY, MD, MI, MN, MO, NC, NM, NJ, NV, NY, OK, SC, TN, TX, VA and VT)

00-12-3421NSBW 02-2005



BK-708
PG-4254

727172 Page: 3 of 6 07/21/2008

Bank of America, N.A.

Two witness signatures required in CT, FL, GA, SC and TN

By: Andrew Holland
Its: Vice President

07/07/2008

Date

L. Batiste

Witness Signature

Leilani Batiste

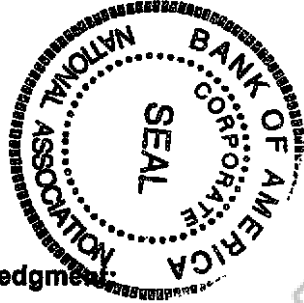
Typed or Printed Name

Erma Slone-Rife

Witness Signature

Erma Slone-Rife

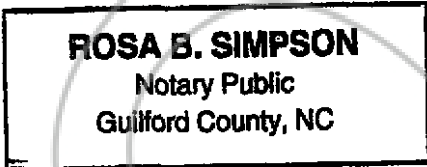
Typed or Printed Name



Individual Acknowledgment:

State/Commonwealth/District of North Carolina
County/City of Guilford/Greensboro

On this the Seventh day of July, 2008, before me, Rosa B. Simpson, the undersigned Notary Public, personally appeared Andrew Holland, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument and acknowledged that (s)he executed the same for the purposes therein contained. In witness whereof I hereunto set my hand and official seal.



Rosa B. Simpson

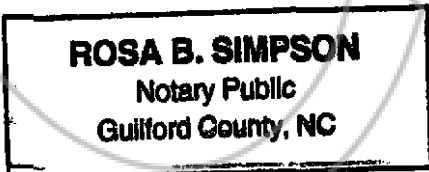
Signature of Person Taking Acknowledgment

Commission Expiration Date: 04/10/2013

Corporate Acknowledgment:

State/Commonwealth/District of North Carolina
County/City of Guilford/Greensboro

On this the Seventh day of July, 2008, before me, Rosa B. Simpson, the undersigned Notary Public, personally appeared 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 Vice President. In witness whereof I hereunto set my hand and official seal.



Rosa B. Simpson

Signature of Person Taking Acknowledgment

Commission Expiration Date: 04/10/2013

(for use in AR, AZ, CO, CT, FL, GA, IA, IL, KS, KY, MD, MI, MN, MO, NC, NM, NJ, NV, NY, OK, SC, TN, TX, VA and VT)



EXHIBIT B**RECORDING / ESCROW / TITLE INSTRUCTIONS**

TO: LSI TITLE 2550 N. REDHILL AVE. SANTA ANA, CA 92705	DATE: July 7, 2008
Attention: COLLEEN MCEACHERN PHONE #: 800-756-3524 CUSTOMER NAME: STEVEN HEBERT	SUB # 51512 CUSTOMER LOAN #: 6818100531XXXX LOAN AMOUNT: \$0.00 LINE AMOUNT: \$200,000.00

We have agreed to subordinate to the following:

Lender:	WELLS FARGO BANK, NA
Amount not to Exceed:	\$229,489.00
Term:	120
Vesting:	STEVEN J HEBERT, A SINGLE MAN
Conditions:	Conditions

Requirements and Instructions:

1. \$ 75.00 NA - We no longer charge a Subordination fee.
2. Property and supplemental taxes paid current.
3. NO ADDITIONS OR ALTERATIONS ALLOWED TO SUBORDINATION AGREEMENT. ANY ADDITIONS OR ALTERATIONS MAY VOID AGREEMENT. Contact Bank of America immediately at (866) 384-2124 option 1 to have instructions immediately faxed to you regarding how to obtain a revised document. A revised document will be prepared within 2 business days. Please record enclosed documents upon close of escrow.
4. Portfolio Administration provides only the subordination agreement. Please call customer service for all other information regarding the Bank of America line of credit.
5. Escrow / Title Instructions are CANCELLED if new 1st mortgage loan not funded within 90 days. Subordination Agreement should be returned to Bank of America.
6. The Bank of America subordination document uses the term "senior" and "junior" to refer to the recording positions of the liens in question. Noting this, the document is formatted to reflect several things happening at once.
 - The current first mortgage is to be paid off and satisfied, which moves the Bank of America lien to the "senior" position.
 - The new first mortgage is recorded behind the Bank of America lien in the "junior" position.
 - The Subordination Agreement is recorded, which is Bank of America's agreement to subordinate its lien to the new first mortgage (move the "senior" to "junior" position).
 - Therefore, "Junior" on the 2nd page of the subordination agreement is referring to the new first mortgage and not Bank of America's line of credit.
 - The line of credit amount will not be shown on the subordination agreement.
 - The subordination agreement is acceptable in the courthouse as formatted. No additional verbiage will be added.
7. Borrowers signatures are not required on our subordination agreement.
8. A principal reduction may be required on account # 6818100531XXXX; balance not to exceed credit limit of \$200,000.00

SEND Principle Reduction Payments to:
BANK OF AMERICA
ATTN: SUBORDINATION UNIT - NC4-105-01-38
4161 PIEDMONT PARKWAY
GREENSBORO, NC 27410
9. If escrow is cancelled, agreement must be returned to reinstate original limit.

Prepared by:	Subordinations Unit	Greensboro, NC
For inquires contact:	PH: (866) 384-2124	Telephone Hours 8:30am – 5:00pm EST



Order ID: 4401327
Loan No.: 0087785234

**EXHIBIT A
LEGAL DESCRIPTION**

Lot 23 in Block D as set forth on the Final Map for High Meadows Unit No. 2, Genoa Lakes Phase 4, a Planned Unit Development, recorded June 2, 2002 in Book 602, of Official Records at Page 7600, Douglas County, Nevada Document No. 545421

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