

17-
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10/03/2008 11:05 AM Deputy: SG
OFFICIAL RECORD
Requested By:
US RECORDINGS INC

APN # 1420-35-310-028

Douglas County - NV
Karen Ellison - Recorder
Page: 1 Of 4 Fee: 17.00
BK-1008 PG- 445 RPTT: 0.00

Recording Requested by and Return to:

✓ US Recordings, Inc.
2925 Country Drive
St. Paul, MN 55117

46787248-2-Hm4



REAL ESTATE SUBORDINATION AGREEMENT

(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.)



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

PARCEL TAX MAP ID NO. 1420-35-310-028

46787248-2 HM-4

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#: 68181004567899

CRESS/HFS File No. 6687487
New Senior Loan Acct # 6421686764

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

This Real Estate Subordination Agreement ("Agreement") is executed as of September 17, 2008, by Bank of America, N.A., having an address of **21000 NW Evergreen Pkwy, Hillsboro, OR 97124-7121** ("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 4/01/2005 executed by Warren J. Talbot and Marion I. Talbot and which is recorded on 5/19/2005, Book/Page 0505/8784, Instrument Number 0644801, 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 Warren J. Talbot and Marion I. Talbot, who are married to each other (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 \$ 362,500.00 (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

** Recorded Concurrently Herewith.*

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.

Bank of America N.A.

BY: Sabrina Compton

9/17/2008
Date

Printed name: Sabra Compton
Its: Assistant Vice President

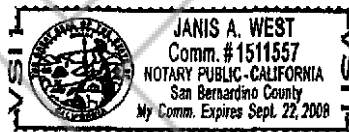
Bank of America Acknowledgment

STATE OF CALIFORNIA
COUNTY OF Sacramento

On September 17, 2008 before me Janis A West, NOTARY PUBLIC, personally appeared SABRA COMPTON, who proveyed to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person (s), or the entity upon behalf of which the person(s) acted, executed the instrument. I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal

Signature Janis A. West
Janis A West



Commission Expiration Date: 9/22/08

THIS CERTIFICATE MUST BE ATTACHED TO	Title	of	Document	Type
THE DOCUMENT DESCRIBED AT RIGHT.	Number of Pages		Date of Document	
	Signer(s)	Other	Than	Named Above

(1/2 inch bottom margin required)

EXHIBIT "A"

THE LAND REFERRED TO HEREIN IS SITUATED IN THE STATE OF NEVADA, COUNTY OF DOUGLAS, DESCRIBED AS FOLLOWS:

LOT 59 IN BLOCK E AS SET FORTH ON THE FINAL SUBDIVISION MAP FSM #94-04-01 FOR SKYLINE RANCH PHASE I FILED FOR RECORD WITH THE DOUGLAS COUNTY RECORDER ON MAY 11, 2001 IN BOOK 0501, OF OFFICIAL RECORDS, PAGE 3298 AS DOCUMENT NO. 514006.

TAX ID #: 1420-35-310-028



U46787248-02HM04

SUBORDINATION AG

US Recordings