

OFFICIAL RECORD
Requested By:
FIRST CENTENNIAL-RENO

Douglas County - NV
Karen Ellison - Recorder
Page: 1 of 3 Fee: 16.00
BK-0309 PG- 5888 RPTT: 0.00



ADN # 1420-27-801-029
This instrument was prepared by:
Dwayne Thompson
275 S. Valencia Ave
Brea, CA 92823

After recording return to:
Bank of America Collateral Tracking
9000 Southside Boulevard, Bldg 700
Jacksonville, FL 32256
Account #: 68181001805699

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

This Real Estate Subordination Agreement ("Agreement") is executed as of 03/01/2009, by Bank of America, N.A., having an address of 275 S Valencia Ave Brea, CA 92823

("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 03/05/2002, executed by Daniel C Luke V and Beverly G Luke Trustees of The Daniel C Luke V and Beverly G Luke 1998 Family Trust Agreement, Dated June 25, 1998 and which is recorded in Volume/Book 302, Page 4701, and if applicable, Document Number 567543, 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 Daniel C Luke and Beverly W Luke (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 \$ 75,000.00 (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.

Date: 03/11/2009

By: Yesenya E. Sanchez

Its: Assistant Vice President

Bank of America Acknowledgment:

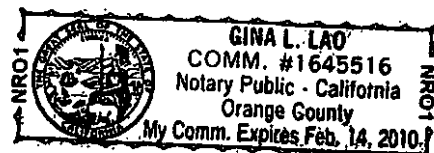
State/Commonwealth/District of CA

County/City of Orange

On this the 11 day of March 2009, before me, Gina L. Lao, notary public the undersigned officer, personally appeared Yesenya E. Sanchez, who acknowledged him/herself to be the Assistant Vice President of Bank of America, N.A., and that (s)he, as such Assistant 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 Yesenya E. Sanchez. In witness whereof I hereunto set my hand and official seal.

Signature of Person Taking Acknowledgment

Commission Expiration Date: 2/14/2010



(for use in AZ, NV and VA)

91-12-2395NSBW 07-2006



0740127

Page: 2 Of 3

BK- 0309
PG- 5889
03/25/2009

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 effectuate the provisions hereof.

Witness(es) :

Trustee Name : PRLAP, INC.

Witness Signature

Signature

Typed or Printed Name

Yesenya E. Sanchez

Typed or Printed Name

Witness Signature

Typed or Printed Name

Trustee Acknowledgment:

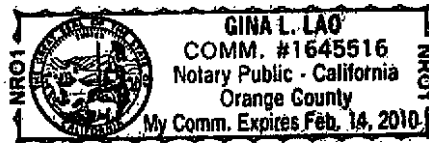
State/Commonwealth/District of CA

County/City of Orange

On this the 11 day of March 2009, before me, Gina L. Lao, notary public the undersigned officer, personally appeared Yesenya E. Sanchez, who acknowledged him/herself to be the Assistant Vice President of Bank of America and that (s)he, as such Assistant 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 Yesenya E. Sanchez. In witness whereof I hereunto set my hand and official seal.

Signature of Person Taking Acknowledgment

Commission Expiration Date: 2/14/2010



(for use in AZ, NV and VA)

91-12-2395NSBW 07-2006



0740127

Page: 3 Of 3

BK- 0309
PG- 5890
03/25/2009