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

PARCEL TAX MAP ID NO. 1219-25-002-008

DO09-015720

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#: 68189001214799

CRESS/HFS File No. 6935562
New Senior Loan Acct # 6243060271

This Real Estate Subordination Agreement ("Agreement") is executed as of March 31, 2009, by Bank of America, N.A., having an address of 9000 Southside Blvd, Bldg 700 Jacksonville, FL 32256 ("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 03/23/2007 executed by MICHAEL BUFFO, RENEE A. BUFFO and which is recorded on 05/01/2007 in Book 0507 at Page 0116, and if applicable 0700182, 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 MICHAEL BUFFO, MARRIED RENEE A. BUFFO, MARRIED, HUSBAND AND WIFE, COMMUNITY PROPERTY (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 \$ 108,000 (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

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.

Bank of America, N.A.

Date : March 31, 2009

By:


Printed name: TIL WANDER LOCKHART
Title: Asst Vice President

Witness #1 Signature (FL & CT Only)

Witness Printed Name

Witness #2 Signature (FL & CT Only)

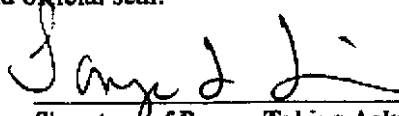
Witness Printed Name

State of MISSOURI
City of St. Louis

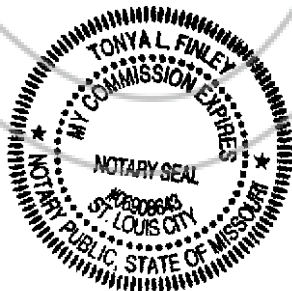
Bank of America Acknowledgement

On this day, March 31, 2009, before me, TONYA L. FINLEY the undersigned officer, personally appeared TILWANDER LOCKHART who, being duly sworn by me, acknowledged him/herself to be the ASST. VICE PRESIDENT of Bank of America, N.A., and that (s)he, as such ASST 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 ASST VICE PRESIDENT.

In witness whereof, I hereunto set my hand and official seal.
(SEAL)



Signature of Person Taking Acknowledgement
Printed name: TONYA L. FINLEY
Commission Expiration Date: 07/10/2010
1831 Chestnut St., 6th Fl
St. Louis, MO 63103



Customer Name: BUFFO, MICHAEL V

Exhibit A (Legal Description)

ALL THAT CERTAIN PROPERTY SITUATED IN THE CITY OF GARDNERVILLE, IN THE COUNTY OF DOUGLAS AND STATE OF NEVADA AND BEING DESCRIBED AS FOLLOWS:

ALL OF THE FOLLOWING DESCRIBED PROPERTY, TO WIT: A PARCEL OF LAND LOCATED WITHIN A PORTION OF SECTION 25, TOWNSHIP 12 NORTH, RANGE 19 EAST, MOUNT DIABLO MERIDIAN, DOUGLAS COUNTY, NEVADA, DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHWEST CORNER OF SECTION 30, SAID POINT MONUMENTED WITH A STAMPED 3" ALUMINUM CAP - PLS 3090; THENCE NORTH 00 DEGREES 07'59" EAST, 29.40 FEET ALONG THE WEST LINE OF SECTION 30 TO A POINT ON THE NORTHERLY RIGHT-OF-WAY LINE OF FAIRVIEW LANE; THENCE SOUTH 89 DEGREES 49'50" WEST, 1451.57 FEET ALONG SAID RIGHT-OF-WAY; THENCE ALONG THE ARC OF A CURVE TO THE LEFT HAVING A DELTA ANGLE OF 13 DEGREES 05'49", RADIUS OF 2040.00 FEET, AND AN ARC LENGTH OF 466.31 FEET; THENCE SOUTH 76 DEGREES 43'32" WEST, 581.92 FEET; THENCE ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A DELTA ANGLE OF 27 DEGREES 54'17", A RADIUS OF 1960.00 FEET, AND AN ARC LENGTH OF 954.58 FEET TO THE EASTERLY LINE OF ASPEN CREEK ESTATES PER THE FINAL MAP, DOCUMENT NO. 323383; THENCE ALONG SAID LINE NORTH 00 DEGREES 17'14" WEST, 1182.39 FEET; THENCE SOUTH 89 DEGREES 42'46" WEST, 278.96 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 00 DEGREES 17'14" EAST, 500.66 FEET; THENCE ALONG THE ARC OF A CURVE TO THE LEFT, NON-TANGENT TO THE PRECEDING COURSE OF A CURVE TO THE LEFT, NON-TANGENT TO THE PRECEDING COURSE HAVING A DELTA ANGLE OF 35 DEGREES 50'12", RADIUS OF 45.00 FEET AND A CHORD BEARING OF SOUTH 71 DEGREES 47'40" WEST FOR A DISTANCE OF 27.69 FEET; THENCE NORTH 36 DEGREES 07'26" WEST, 417.93 FEET; THENCE NORTH 00 DEGREES 17'14" WEST, 170.37 FEET; THENCE NORTH 89 DEGREES 42'46" EAST, 271.04 FEET TO THE POINT OF BEGINNING. SAID PARCEL OF LAND MORE FULLY IMPOSED AS ADJUSTED LOT 5 AS SET FORTH ON THAT CERTAIN RECORD OF SURVEY TO SUPPORT A BOUNDARY LINE ADJUSTMENT RECORDED MAY 6, 1997 AS DOCUMENT NO. 411953. BEING THE SAME PROPERTY CONVEYED FROM MICHAEL BUFFO AND RENEE A BUFFO TO MICHAEL BUFFO AND RENEE A. BUFFO TRUSTEE BY DEED RECORDED 08-25-2000, IN BOOK 0800, PAGE 4629 IN THE REGISTERS OFFICE OF DOUGLAS COUNTY, NEVADA,

BEING THE SAME PROPERTY CONVEYED BY MICHAEL BUFFO AND RENEE A BUFFO TO MICHAEL BUFFO AND RENEE A BUFFO IN DEED DATED 07/07/2000 AND RECORDED 07/13/2000 IN BOOK 700, PAGE 1696 OF DOUGLAS, NEVADA.

Tax ID: 1219-25-002-008



BK-609
PG-2682