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FILED FOR RECORDING
AT THE REQUEST OF

Bank of America

2003 JUL 14 PM 2 04

LINCOLN COUNTY RECORDED
SEE 175 DEPT 10
LESLIE FOUCHER

(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)**

This instrument was prepared by and after recording returned to:

BANK OF AMERICA COLLATERAL TRACKING
9000 SOUTHSIDE BOULEVARD, BUILDING 700
JACKSONVILLE, FLORIDA 32256
LOAN SOLUTIONS
LOAN#7063741081

This Real Estate Subordination Agreement ("Agreement") is executed as of 06/03/03, 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 9000 SOUTHSIDE BLVD., BLDG. 700, JACKSONVILLE, FL 32256 ("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 10/02/02 executed by ANTHONY PAUL DONOHUE AND SHONNA LEE DONOHUE

and which is recorded in Volume/Book 162, Page 364, and if applicable, Document Number //////////, of the land records of LINCOLN County, NEVADA, 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 See Exhibit "A" attached

Whereas, Bank of America has been requested to make a loan, line of credit or other financial accommodation to ANTHONY PAUL DONOHUE AND SHONNA LEE DONOHUE

(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 \$ 97,882.00 (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

Customer Name: Anthony Donohue and Shonv

Order Number: 186908

Exhibit "A"

Customer Reference:

The Real Property located in the City of PIOCHE, County of LINCOLN, State of NV.

A PARCEL OF LAND SITUATED WITHIN THE NE 1/4 OF THE NE 1/4 OF SECTION 22, TOWNSHIP 1 NORTH, RANGE 67 EAST, M.D.B. & M. BOUNDED ON THE SOUTH BY LOT 8 OF BLOCK 15, PIOCHE TOWNSITE, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF LOT 8 OF BLOCK 15 OF THE PIOCHE TOWNSITE FROM WHICH THE NORTHEAST CORNER OF SAID SECTION 22, BEARS N 34 DEGREES 45' 08" E, A DISTANCE OF 925.44 FEET, THENCE S 73 DEGREES 03' 20" W, 108.90 FT ALONG THE NORTH BOUNDARY OF SAID LOT 8, BLOCK 15 TO THE NORTHWEST CORNER OF SAID LOT 8; THENCE N 32 DEGREES 30' 30" E, 46.70 FT ALONG THE SOUTHEAST BOUNDARY OF OCOOLA STREET TO THE P.C. OF A 160.10 FT RADIUS CURVE; THENCE COUNTERCLOCKWISE ALONG THE ARC OF CURVE 32.61 FT; THENCE S 87 DEGREES 45' 22" E, 73.38 FT; THENCE S 14 DEGREES 39' 55" W, 35.00 FT ALONG THE WEST LINE OF HAMILTON STREET TO THE POINT OF BEGINNING, CONTAINING 0.094 ACRES OF LAND (N.B.S. OF BEARINGS IN N 89 DEGREES 53' 32" W, BETWEEN AND NORTHEAST CORNER AND NORTH ONE QUARTER CORNER OF SAID SECTION 22).

APN: 001-061-03

End of Description

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 insure 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.

Andrea Shaw

Witness

By: Cecile Helgeson / AVP

06 / 03 / 03

Its:

Date

Judith A. Thompson

Witness

The following states must have Trustee sign Subordination Agreement: AZ, DC, NC, 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: Dawn Weller-Sanchez

Witness Signature

Signature

Pearl R. Vasquez

Typed or Printed Name

Typed or Printed Name

Witness Signature

Signature

Rick Finney

Typed or Printed Name

Typed or Printed Name

ALL-PURPOSE ACKNOWLEDGMENT

State of California

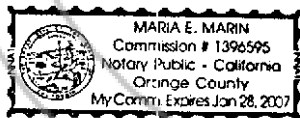
}
} SS.

County of ORANGE

On JUN 03 2003 before me, Maria E. Marin
(DATE) (NOTARY)

personally appeared Cecile Helgeson / Assistant V.P.
(SIGNER(S))

Personally known to me - OR - proved 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.



WITNESS my hand and official seal.

Maria E. Marin
NOTARY'S SIGNATURE
My Comm. Expires Jan 28, 2007