

Return Address:

Bank of America, N.A.
300 Ellinwood Way, Ste 201
Pleasant Hill, CA 94523



200306170137

Skagit County Auditor

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106523-PE

LAND TITLE COMPANY OF SKAGIT COUNTY

Document Title(s) (for transactions contained therein):

1. Real Estate Subordination Agreement
- 2.
- 3.
- 4.

**Reference Number(s) of Documents assigned or released:
(on page of documents(s))**

200306170136

Grantor(s)

1. Bank of America
- 2.
- 3.
- 4.

Additional Names on page of document.

Grantee(s)

1. Michael D. & Shelley L. Nevitt
2. Bank of America
- 3.
- 4.

Additional Names on page of document.

Legal Description (abbreviated i.e. lot, block, plat or section, township, range)

Ptn Gov. Lot 12, 19-33-4 E W.M.

Additional legal is on page of document.

Assessor's Property Tax Parcel/Account Number

330419-0-019-0005/P16853, P16853

The Auditor/Recorder will rely on information provided on the form. The staff will not read the document to verify the accuracy or completeness of the indexing information provided herein.

This instrument was prepared by:
BANK OF AMERICA, N.A
300 ELLINWOOD WAY SUITE 201
PLEASANT HILL, CA 94523

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

Bank of America, N.A.
9000 Southside Blvd
FL9-700-04-04
Jacksonville FL 32256
ACCOUNT NO. 68200101125399

This Real Estate Subordination Agreement ("Agreement") is executed as of 06/16/2003 by Bank of America, N.A., having an address of 300 ELLINWOOD WAY, SUITE 201, PLEASANT HILL, CA 94523 ("Subordinator"), in favor of Bank of America, N.A., having an address for notice purposes of 9000 Southside Blvd FL9-700-04-04 Jacksonville FL 32256 ("Bank of America").

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, 1/1/ executed by **MICHAEL D. NEVITT AND SHELLEY L. NEVITT**, and which is recorded in Volume/Book **N/A**, Page **N/A**, and if applicable, Recording Number 200306170137 the land records of **SKAGIT** County, **WA** 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 **MICHAEL D. NEVITT AND SHELLEY L. NEVITT**, (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 \$100,000.00 (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

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.

By: *Suzanne Hustad* 06/16/2003
Its: **SUZANNE HUSTAD** Date
Vice President

After recording return to:
9000 Southside Blvd
FL9-700-04-04
Jacksonville FL 32256



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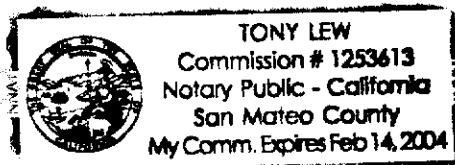
STATE OF CALIFORNIA)
COUNTY OF CONTRA COSTA)SS

On 06/16/2003 before me, THE UNDERSIGNED, a Notary Public in and for said State, personally appeared **SUZZANE HUSTAD**, personally known to me to be the person(s) whose name is/are subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity and that by his/her/their signature(s) on the instrument, the person(s), or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

Signature

Tony Lew



This document bears embossment



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EXHIBIT "A"

LEGAL DESCRIPTION

PARCEL "A":

Tract 1, Short Plat No. 32-76, approved August 2, 1976, recorded August 5, 1976 in Volume 1 of Short Plats, page 154, under Auditor's File No. 840314 and being a portion of Government Lot 12 and of the Southeast $\frac{1}{4}$ of Section 19, Township 33 North, Range 4 East, W.M.

EXCEPT that portion lying Northerly of the centerline of the existing ditch located approximately 12.4 feet South of the North line thereof.

ALSO EXCEPT that portion beginning at the Northeast corner of Tract 1, Short Plat No. 32-76, approved August 2, 1976, recorded August 5, 1976 in Volume 1 of Short Plats, page 154, under Auditor's File No. 840314 and being a portion of Government Lot 12 and the Southeast $\frac{1}{4}$ of Section 19, Township 33 North, Range 4 East, W.M.;
thence South $01^{\circ}59'16''$ West a distance of 12.4 feet, more or less, to a centerline of an existing ditch and the true point of beginning;
thence continue South $01^{\circ}59'16''$ West a distance of 33 feet, more or less, to the Southeast corner of said Tract 1;
thence North $88^{\circ}27'34''$ West, along the Southerly line of said Tract 1, a distance of 134.43 feet;
thence North $01^{\circ}32'26''$ East a distance of 33 feet, more or less, to the centerline of the existing ditch;
thence Easterly along the centerline of said existing ditch to the true point of beginning.

Situate in the County of Skagit, State of Washington.

PARCEL "B":

That portion of Government Lot 12 in Section 19, Township 33 North, Range 4 East, W.M., described as follows:

Beginning at the Northeast corner of Tract 1 of Short Plat No. 32-76;
thence South $01^{\circ}59'16''$ West a distance of 45.40 feet to the Southeast corner of said Tract 1;
thence North $88^{\circ}27'34''$ West along the Southerly line of said Tract 1, a distance of 134.43 feet to the true point of beginning;
thence continue North $88^{\circ}27'34''$ West along said Southerly line a distance of 59.84 feet to an angle point of said lot line;
thence South $01^{\circ}32'26''$ West a distance of 151.02 feet to another Southeast corner of said Tract 1;
thence South $88^{\circ}27'34''$ East a distance of 59.84 feet;
thence North $01^{\circ}32'26''$ West a distance of 151.02 feet to the true point of beginning.

Situate in the County of Skagit, State of Washington.



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