



200307280218

Skagit County Auditor

7/28/2003 Page

1 of

3 11:36AM

107321T  
LAND TITLE COMPANY OF SKAGIT COUNTY

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**Bank of America**Real Estate Subordination Agreement  
(Bank of America to Third Party)**This instrument was prepared by and after recording returned to:**Portfolio Administration  
Bank of America, N.A.  
P.O. Box 26865  
Richmond, VA 23261-7025  
Account # 68209000295499

This Real Estate Subordination Agreement ("Agreement") is executed as of July 15, 2003, by Bank of America, N.A., having an address of, P O Box 26865; Richmond, VA 23261-7025 ("Subordinator"), in favor of Principal Residential Mortgage, Inc., having an address for notice of purposes of \_\_\_\_\_ ("Junior Lienholder").

**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 February 12, 2002, executed by Mitchell F. Johnson and Cynthia K. Johnson, also showing of record as Cynthia K. Johnson, husband and wife and which is recorded in Volume/Book N/A, Page N/A, and if applicable, Document Number 200202260112, of the land records of Skagit County, Washington, 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**, Junior Lienholder has been requested to make a loan, line of credit or other financial accommodation to Mitchell F. Johnson and Cynthia K. Johnson, also showing of record as Cynthia K. Johnson, husband and wife (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 Principal Residential Mortgage, Inc. in the maximum principal face amount of \$255,700.00 (the "Principal Amount") [For North Carolina only - bearing interest and payable as therein provided at the maximum rate of N/A% for a period not to exceed N/A months], including provisions for acceleration and payment of collection costs (the "Obligation"); and

Recorded 7/28/03 Auditors # 200307280211

**Whereas**, Junior Lienholder requires, as a condition to the making of the Obligation, that the Junior Lien will be a superior lien;

**Now Therefore**, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, and with the understanding by Subordinator that Junior Lienholder will rely hereon in making the Obligation, Subordinator agrees and covenants that the Senior Lien and the rights of Subordinator thereunder and all other rights of Subordinator now or hereafter existing in or with respect to the property are hereby subordinated, and are and shall remain completely and unconditionally subordinate to the Junior Lien and the rights of Junior Lienholder thereunder regardless of the frequency or manner of renewal, extension, consolidation or modification of the Junior Lien and/or the Obligation.

This Subordination Agreement is limited to an amount of **\$255,700.00**, which is the original amount of the Junior Lienholder's principal balance; plus interest and any additional amounts advanced pursuant to the provision of said security instrument for payment of insurance premiums, taxes, cost of collection or protection of the value of the Property or Junior Lienholder's rights in the Property. This Agreement shall inure to the benefit of Junior Lienholder and be binding upon Subordinator, its successors and assigns and shall be binding upon any purchaser (at foreclosure or otherwise) of the Property or any part thereof, and their respective heirs, personal representatives, successors and assigns.

Bank of America, N.A.

By: *Gail Williams-Rawlings*  
Its **GAIL WILLIAMS-RAWLINGS**  
**AUTHORIZED OFFICER**

July 15, 2003  
Date

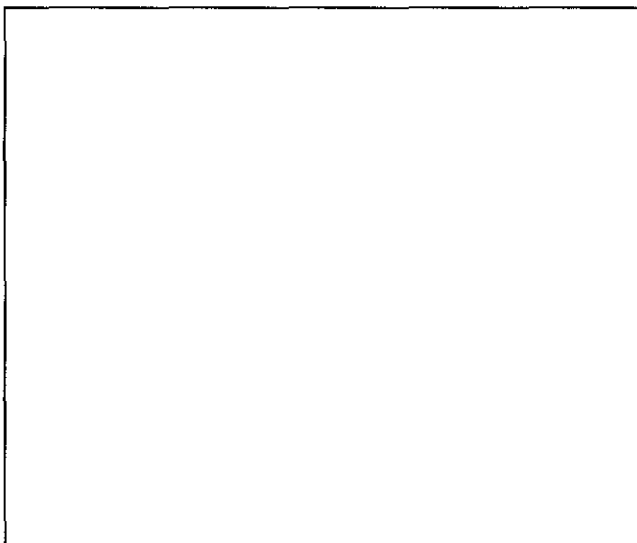
**Bank of America, N.A. Acknowledgement:**  
Commonwealth of Virginia  
Henrico County / City of Richmond

On July 15, 2003, before me, a notary public in and for said State, personally appeared **GAIL WILLIAMS-RAWLINGS**, 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.

*April D. Smith*  
Signature of Person Taking Acknowledgement  
Commission Expiration Date:

**APRIL D. SMITH**  
Notary Public, Commonwealth of VA  
My Commission Expires Sept. 30, 2003

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200307280218  
Skagit County Auditor

7/28/2003 Page

2 of

3 11:36AM

Legal Description

PARCEL "A":

Tract A, Skagit County Short Plat No. 5-80, approved May 1, 1980, and recorded May 2, 1980, in Volume 4 of Short Plats, page 75, under Auditor's File No. 8005020015, records of Skagit County, Washington, being a portion of the Northwest ¼ of the Northwest ¼, Section 12, Township 33 North, Range 3 East, W.M.

Situate in the County of Skagit, State of Washington.

PARCEL "B":

An easement for utility purposes and ingress and egress described as follows:

That portion of Lot B, Skagit County Short Plat No. 5-80, approved May 1, 1980, and recorded May 2, 1980, in Volume 4 of Short Plats, page 75, under Auditor's File No. 8005020015, records of Skagit County, Washington, being a portion of the West ½ of Section 12, Township 33 North, Range 3 East, W.M., described as follows:

Beginning at the Southeast corner of Lot A, of said Short Plat No. 5-80;  
thence South 00°05'24" East, a distance of 20.00 feet to the North line of "Exception (2)", as shown on the face of said Short Plat;  
thence South 89°54'36" West to a point on the East line of a tract shown as "Exceptions (5)", on the face of said Short Plat;  
thence Northerly along said East line to the Northeast corner thereof;  
thence South 89°54'36" West, a distance of 205.75 feet to the East line of Dry Slough Road;  
thence North 00°43'03" West along said East line, a distance of 20.00 feet;  
thence North 89°54'36" East to the West line of said Lot A;  
thence South 00°05'24" East along said West line to the Southwest corner of said Lot A;  
thence North 89°54'36" East, a distance of 260.00 feet to the point of beginning.

Situate in the County of Skagit, State of Washington.



Skagit County Auditor