

h



200401270036

Skagit County Auditor

1/27/2004 Page 1 of 3 11:30AM

This instrument was prepared by:  
**Bank of America, N.A.**  
10850 WHITE ROCK RD  
RANCHO CORDOVA CA 95670-6044

LAND TITLE OF SKAGIT COUNTY

m 14286

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

200207120104

200401270035

**Bank of America, N.A.**  
10850 WHITE ROCK RD  
RANCHO CORDOVA CA 95670-6044

This Real Estate Subordination Agreement ("Agreement") is executed as of January 14, 2004, by Bank of America, N.A., having an address of **Bank of America, N.A.** 10850 WHITE ROCK RD RANCHO CORDOVA CA 95670-6044 ("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 07/12/2002, executed by PETER D. KELLY, SHERRELL L. KELLY

and which is recorded in Volume/Book \_\_\_\_\_, Page \_\_\_\_\_, and if applicable, Document Number 200207120104, of 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

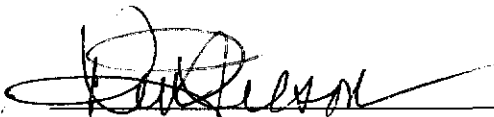
**Whereas**, Bank of America has been requested to make a loan, line of credit or other financial accommodation to PETER D. KELLY, SHERRELL L. KELLY (jointly and severally, "Borrower"), to be secured by, without limitation, either a deed of trust, deed to secure debt or mortgage (the "Junior Lien"), 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

Recorded 1/27/2004 Auditors # 200401270035

**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:  Date 1-14-04  
Its: Authorized Officer



200401270036

Skagit County Auditor

1/27/2004 Page 2 of 3 11:30AM

**Bank of America Acknowledgment:**

State/Commonwealth/District of CALIFORNIA

County/City of SACRAMENTO

On this the *14<sup>TH</sup>* day of *JAN 2004*, before me, *CAROLYN A THOMPSON*  
The undersigned officer, personally appeared Kenneth D. Nelson,  
Who acknowledged him/~~herself~~ to be the Authorized Officer of Bank of America, N.A., and that ~~she~~, as  
such Authorized Officer, 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 Authorized Officer. In witness  
whereof I hereunto set my hand and official seal.

*Carolyn A Thompson*  
Signature of Person Taking Acknowledgment  
Commission Expiration Date: *05-10-05*

After recording return to:  
Bank of America Collateral Tracking  
9000 Southside Boulevard, Bldg 700  
Jacksonville, FL 32256  
Account #: 35300 - 00701 - 8433032

