

200405130026
Skagit County Auditor

5/13/2004 Page 1 of 4 9:12AM

This instrument was prepared by:
Alicen Pohl
9000 Southside Blvd.
Jacksonville, Florida 32256

After recording return to:
Bank of America Collateral Tracking
9000 Southside Boulevard, Bldg 700
Jacksonville, FL 32256
Account #: 68200107272099

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

200402190069 or 200405130025

Bank of America, N.A.
9000 Southside Blvd.
Jacksonville, Florida 32256

This Real Estate Subordination Agreement ("Agreement") is executed as of 04/21/2004, by Bank of America, N.A., having an address of 9000 Southside Blvd. Jacksonville, Florida 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

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 02/24/2004, executed by JOHN P. FLOWERS AND MARSHA E. FLOWERS, HUSBAND AND WIFE

and which is recorded in Volume/Book _____, Page _____, and if applicable, Document Number 200402190069, 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 JOHN P. FLOWERS AND MARSHA E. FLOWERS, 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 Bank of America in the maximum principal face amount of \$ 222,581.97 (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: Joanne Sango Date: 04/21/04
Its: AVP of Loan Solutions




Bank of America Acknowledgment:

State/Commonwealth/District of Florida

County/City of Duval

On this the 21st day of April 2004, before me, Patrice C. Barbary
The undersigned officer, personally appeared Joanne Sango,
Who acknowledged him/herself to be the AVP of Loan Solutions of Bank of America, N.A., and that (s)he,
as such AVP of Loan Solutions,
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 AVP of Loan Solutions. In witness whereof I
hereunto set my hand and official seal.


Signature of Person Taking Acknowledgment
Commission Expiration Date: 05/31/06

This space is reserved for recording office.

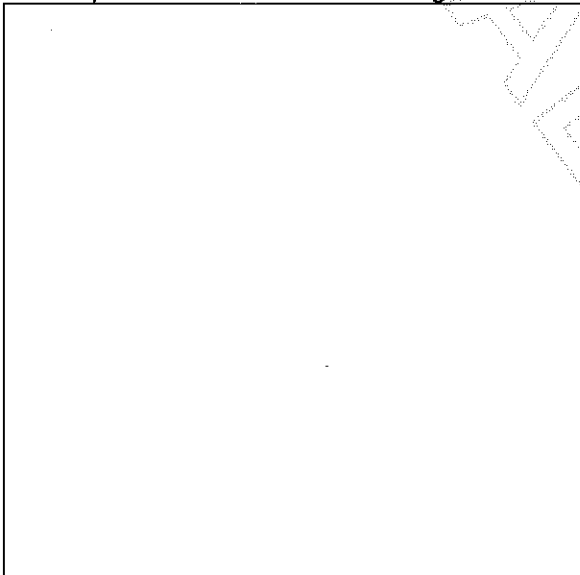


EXHIBIT A

THAT PORTION OF THE EAST 440 FEET OF THE WEST 880 FEET OF
GOVERNMENT LOT 3, SECTION 7, TOWNSHIP 34 NORTH, RANGE 2
EAST,

W.M., IN SKAGIT COUNTY, WASHINGTON, LYING SOUTH OF THE SOUTH
LINE OF THE COUNTY ROAD AS DEEDED TO SKAGIT COUNTY, BY DEED
DATED MAY 24, 1954 AND RECORDED JULY 7, 1954 UNDER AUDITOR'S
FILE NO. 503647;

TOGETHER WITH SHORELANDS OF THE SECOND CLASS AS CONVEYED BY
THE STATE OF WASHINGTON, SITUATE IN FRONT OF, ADJACENT TO
AND

ABUTTING UPON SAID TRACT;

EXCEPT THAT PORTION OF THE EAST 150 FEET OF THE WEST 880
FEET

OF GOVERNMENT LOT 3, SECTION 7, TOWNSHIP 34 NORTH, RANGE 2
EAST, W.M., LYING SOUTH OF THE SOUTH LINE OF COUNTY ROAD,
ABBRV LEGAL

GOVT LOT 3 SEC 7 TWP 34 N RANGE 2 E

Permanent Parcel Number: P20043

JOHN P. FLOWERS AND MARSHA E. FLOWERS,
HUSBAND AND WIFE

6080 CAMPBELL LAKE ROAD, ANACORTES WA 98221

Loan Reference Number : 2221784/1928041

First American Order No: 5340349

Identifier: ELS



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Skagit County Auditor