



200406240098

Skagit County Auditor

6/24/2004 Page 1 of 4 2:55PM

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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:

Recording requested by: LSI
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Custom Recording Solutions
2550 N. Redhill Ave.
Santa Ana, CA. 92705
800-756-3524 ext. 5011

764137

APN# 350509-4-003-0608 200404220121

This Real Estate Subordination Agreement ("Agreement") is executed as of April 19, 2004, by Bank of America, N.A., having an address of, P O Box 26865; Richmond, VA 23261-7025 ("Subordinator"), in favor of WELLS FARGO HOME 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 04/27/2000, executed by GARY L. DAVIS AND SONDRAL. DAVIS and which is recorded in Volume/Book NA, Page NA, and if applicable, Document Number 200112270154, of the land records of COUNTY OF SKAGIT, 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, Junior Lienholder has been requested to make a loan, line of credit or other financial accommodation to GARY L. DAVIS AND SONDRAL. DAVIS (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 WELLS FARGO HOME MORTGAGE, INC. in the maximum principal face amount of \$175,999.00 (the "Principal Amount") including provisions for acceleration and payment of collection costs (the "Obligation"); and

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 **\$175,999.00**, 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: *George Harrison* April 19, 2004
Its George Harrison Date
AUTHORIZED OFFICER

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

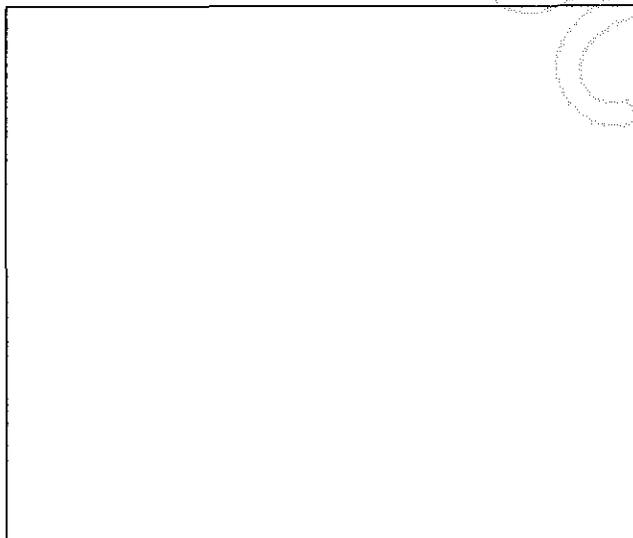
On April 19, 2004, before me, the undersigned, a notary public in and for said State, personally appeared George Harrison, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me 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.

prepared by
George Harrison
BOFA, N.A.
P.O. box 26865
Richmond, VA 23261

Wendy Anne Hunt
Signature of Person Taking Acknowledgement
Commission Expiration Date:

My Commission Expires May 31, 2007

(Do not write below this line. This space is reserved for recording.)



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Skagit County Auditor

Legal Description

Exhibit "A"

Loan Number :

Borrower : GARY L DAVIS And SONDRAL
DAVIS

THE FOLLOWING DESCRIBED REAL ESTATE, SITUATED IN THE COUNTY OF SKAGIT,
STATE OF
WASHINGTON:

THAT PORTION OF THE WEST 1/2 OF THE SOUTHEAST 1/4 OF SECTION 9,
TOWNSHIP 35 NORTH, RANGE 5 EAST, W.M., DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF SAID SUBDIVISION; THENCE NORTH
0 DEGREES 15'35" EAST ALONG THE EAST LINE OF SAID SUBDIVISION, A
DISTANCE OF 1140.20 FEET; THENCE SOUTH 89 DEGREES 13'20" WEST
PARALLEL WITH THE SOUTH LINE OF SAID SUBDIVISION, A DISTANCE OF
562.00 FEET TO THE TRUE POINT OF BEGINNING OF THIS DESCRIPTION;
THENCE CONTINUING SOUTH 89 DEGREES 13'20" WEST, A DISTANCE OF 7.14
FEET; THENCE NORTH 10 DEGREES 45'14" WEST, A DISTANCE OF 420.85
FEET; THENCE SOUTH 76 DEGREES 53'35" WEST, A DISTANCE OF 323.14
FEET; THENCE SOUTH 45 DEGREES 36'15" EAST, A DISTANCE OF 200.00
FEET; THENCE ON A CURVE TO THE RIGHT, HAVING A RADIUS OF 150.00
FEET, AN ARC DISTANCE OF 111.11 FEET; THENCE SOUTH 3 DEGREES 09'50"
EAST, A DISTANCE OF 77.53 FEET; THENCE ON A CURVE TO THE LEFT,
HAVING A RADIUS OF 100.00 FEET, AN ARC DISTANCE OF 119.34 FEET;
THENCE SOUTH 71 DEGREES 32'20" EAST, A DISTANCE OF 96.11 FEET;
THENCE ON A CURVE TO THE RIGHT HAVING A RADIUS OF 100.00 FEET, AN
ARC DISTANCE OF 45.17 FEET TO A POINT DESIGNATED HEREIN AS "POINT
A", AT WHICH POINT THE TANGENT TO SAID CURVE BEARS SOUTH 45 DEGREES
39'30" FEET; THENCE NORTH 44 DEGREES 20'30" EAST, A DISTANCE OF
30.00 FEET; THENCE NORTH 5 DEGREES 56'20" WEST, A DISTANCE OF 98.34
FEET TO THE TRUE POINT OF BEGINNING. (SAID PREMISES BEING KNOWN AS
TRACT "A" OF SKAGIT COUNTY SHORT PLAT NO. 7-73, APPROVED MARCH 27,
1973.)



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Legal Description

Exhibit "A"

Loan Number :

Borrower : GARY L DAVIS And SONDRAL
DAVIS

TOGETHER WITH A 60 FOOT WIDE NON-EXCLUSIVE EASEMENT FOR INGRESS AND
EGRESS AND UTILITY PURPOSES, OVER, ACROSS AND THROUGH SAID WEST 1/2
OF THE SOUTHEAST 1/4 OF SAID SECTION 9, AND THAT PORTION OF THE
NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 16 OF SAID TOWNSHIP,
LYING NORTH OF STATE ROUTE NO. 20, AS DELINEATED ON SKAGIT COUNTY
SHORT PLAT NO. 7-73.

APN: 350509-4-003-0608



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Skagit County Auditor