



200502280033

Skagit County Auditor

2/28/2005 Page

1 of

4 9:47AM

This instrument was prepared by:
Ecole Hogan
Bank of America N.A.
9000 Southside Blvd., Bldg 700
Jacksonville, FL 32256
APN# P70254

After recording return to:
Bank of America Collateral Tracking
9000 Southside Boulevard, Bldg 700
Jacksonville, FL 32256
Account #: 68209011443199 / 3301453985

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

*Ref: 200110010094
200502280032*

Bank of America, N.A.
9000 Southside Blvd., Bldg 700
Jacksonville, FL 32256

This Real Estate Subordination Agreement ("Agreement") is executed as of 02/07/2005, by Bank of America, N.A., having an address of 9000 Southside Blvd., Bldg 700, Jacksonville, FL 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 08/28/2001, executed
by Robert J Brokke and Ruth Ann Brokke, Who acquired title as Ruth Ann Kerrick Brokke, Husband and Wife

and which is recorded in Volume/Book N/A, Page N/A, and if applicable, Document Number 200110010094, 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 Robert J Brokke and Ruth Ann Brokke, Who acquired title as Ruth Ann Kerrick Brokke, 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 \$ 58,376.00 (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: Shane Rogers 02/07/05
Date
Its: AVP of Loan Solutions



200502280033

Skagit County Auditor

2/28/2005 Page 2 of 4 9:47AM

Bank of America Acknowledgment:

State/Commonwealth/District of Florida

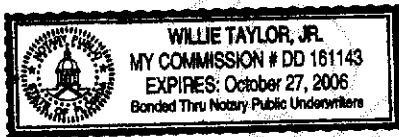
County/City of Duval

On this the 7th day of February 2005, before me, Willie Taylor Jr.

The undersigned officer, personally appeared Shane Rogers,

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 of Bank of America N.A.,

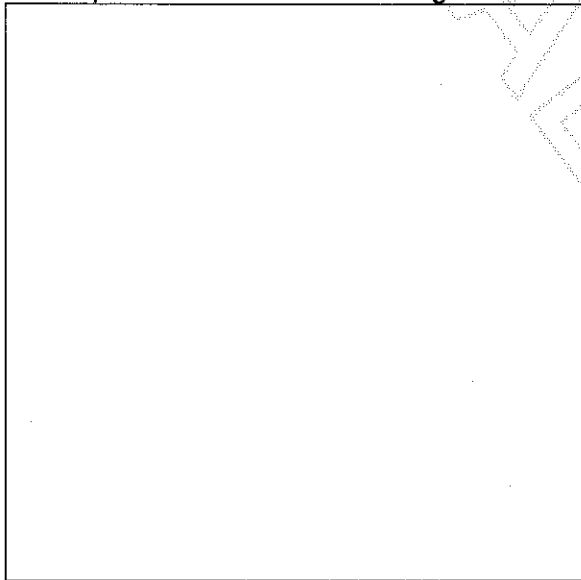
Being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by him/herself as AVP of Loan Solutions of Bank of America N.A.. In witness whereof I hereunto set my hand and official seal.



Willie Taylor Jr.
Signature of Person Taking Acknowledgment
Commission Expiration Date: 10/27/06

Willie Taylor Jr.

This space is reserved for recording office.



200502280033

Skagit County Auditor

2/28/2005 Page 3 of 4 9:47AM

Customer Name: Robert J Brokke and Ruth Ann Kerrick Brokke
Account Number: 3301453985

LEGAL DESCRIPTION (EXHIBIT "A")

The Real Property located in the City of BURLINGTON, County of SKAGIT, State of WA.

LOT 11 AND THE WEST 12.50 FEET TO LOT 12, "WEST VIEW ACRES SUBDIVISION, SKAGIT COUNTY, WASH." AS PER PLAT RECORDED IN VOLUME 7 OF PLATS, PAGE 35, RECORDS OF SKAGIT COUNTY, WASHINGTON.

~~~ABBREVIATED LEGAL PROVIDED AS A COURTESY~~~  
LT 11 AND PORTION LT 12, WEST VIEW AC. VOL 7, PG 35  
SKAGIT, WA

**APN: P70254**



200502280033  
Skagit County Auditor