



200506200147

Skagit County Auditor

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

Bank of AmericaReal Estate Subordination Agreement
(Bank of America to Third Party)~~This instrument was prepared by and after recording returned to:~~Recording requested by: LSI
When recorded return to:
Custom Recording Solutions
2550 N. Redhill Ave.
Santa Ana, CA. 92705
800-756-3524 ext. 5011F.D. 881651
Lt 32, Fairview addition Replat to Burlington,
Vol 7, Pg 55

APN: 4083-000-032-0004

This Real Estate Subordination Agreement ("Agreement") is executed as of August 12, 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 5024 PARKWAY PLAZA BOULEVARD CHARLOTTE, NC 28217 ("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 11/15/2003, executed by JUSTIN C. PENDERGRAST and which is recorded in Volume/Book N/A, Page N/A, and if applicable, Document Number 200312010199, 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, Junior Lienholder has been requested to make a loan, line of credit or other financial accommodation to JUSTIN C. PENDERGRAST (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 \$138,787.00 (the "Principal Amount") including provisions for acceleration and payment of collection costs (the "Obligation"); and Dated 6/30/04

rec. 7/12/04 inst. # 200407120179

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 \$138,787.00, 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: April Clay
Its April Clay
AUTHORIZED OFFICER

August 12, 2004
Date

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

On August 12, 2004, before me, the undersigned, a notary public in and for said State, personally appeared April Clay, 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.

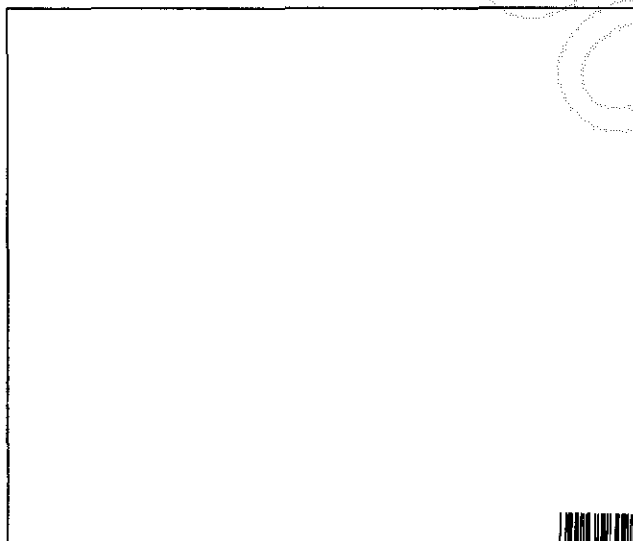
Veronica A. Aschall

Signature of Person Taking Acknowledgement
Commission Expiration Date:

My Commission Expires
October 31, 2006

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

Prepared by:
Bank of America
April Clay
P.O. Box 26865
Richmond, VA 23261



200506200147
Skagit County Auditor

Order ID1570997

Loan Number : 708-0044249043

EXHIBIT A
LEGAL DESCRIPTION

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

LOT 32, "FAIRVIEW ADDITION REPLAT TO BURLINGTON", AS PER PLAT RECORDED IN VOLUME 7 OF PLATS AT PAGE 55, IN THE RECORDS OF SKAGIT COUNTY, STATE OF WASHINGTON.

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