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This instrument was prepared by: Evelyn Ermitano/BANK OF AMERICA 9000 Southside Blvd, Bldg700 Jacksonville, FI 32256 After recording return to:
Bank of America Collateral Tracking
9000 Southside Boulevard, Bldg 700
Jacksonville, FL 32256
Account #: 68209011807299 / 3303170488

APN: P55757

Ptn Lt 7-8, Blk 118, Vol 2, Pg 4, Skagit

Co., WA

REFERENCE #<del>2001127 / 0072</del> 3005/0170027

2005/0170028 2001/270072

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

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

This Real Estate Subordination Agreement ("Agreement") is executed as of 09/30/2005, 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

Wheras, 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 11/21/2001, executed

by George L. Neilan, an unmarried person

BAM-308B Old 93-12-2395NSBW 02-2004 (for use in ID, OR, WA)

and which is recorded in Volume/Book na, Page na, and if applicable, Document Number 20011127 / 0072, 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 George L. Neilan, an unmarried person

(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 \$ 121,521.00 (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 Senjor 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.

PAMELA E SINCLAIR Bv:

09/30/2005

Date

lts:

AVP of Loan Solutions

## **Bank of America Acknowledgment:**

State/Commonwealth/District of Florida

County/City of Duval

On this the 30th day of September, 2005, before me, Phyllis P. Newton-Hardwick

The undersigned officer, personally appeared Pamela E Sinclair,

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. 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 Loans Solutions of Bank of America, N.A. In witness whereof I hereunto set my hand and official seal.

Signature of Person Taking Acknowledgment
Commission Expiration Date: 11/14/2006

This space is reserved for recording office.

PHYLLIS P. NEWTON-HARDWICK
MY COMMISSION # DD 164956
EXPIRES: November 14, 2006
Bonded Thru Notary Public Underwriters

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Customer Name: George Neilan

Order Number: 882984

## Exhibit "A"

## **Customer Reference:**

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

The East half of Lot 7 and all of Lot 8, Block 118, "Map of the City of Anacortes", according to the Plat thereof, recorded in Volume 2 of Plats, Page 4, records of Skagit County, Washington

\*\*\*Abbreviated legal provided as a courtesy \*\*\*

Ptn Lt 7-8, Blk 118, Vol 2, Pg 4, Skagit Co., WA

~~~Purported address is: 1404 15th St, Anacortes, WA 98221~~~

APN: P55757

**End of Description** 

