



**Whereas**, Junior Lien Holder has been requested to make a loan, line of credit or other financial accommodation to S.A. JOHN CARABBA & BARBARA LIELANIE CARABBA, CARABBA FAMILY TRUST DATED 10/22/1992 (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 Junior Lien Holder in the maximum principal face amount of \$ 295,000.00 (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 Junior Lien Holder and Borrower shall determine; ~~and~~ Deed of trust recording no. 200706220062 ;  
and

**Now, Therefore**, for valuable consideration, Subordinator hereby subordinates the Senior Lien to Junior Lien, subject to the terms of this Agreement. The Subordinator's Senior Lien is subordinated to 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 Junior Lien Holder'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 Junior Lien Holder 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 Junior Lien Holder 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: Dave Taylor  
Its: Vice President

06/15/2007  
Date

**Individual Acknowledgment:**

State/Commonwealth/District of North Carolina

County/City of Guilford/Greensboro

On this the Fifteenth day of June, before me, Kathleen Torain, the undersigned Notary Public, personally appeared Dave Taylor, who acknowledged him/herself to be the Vice President of Bank of America, N.A., and that (s)he, as such Vice President, 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 Vice President. In witness whereof I hereunto set my hand and official seal.

Kathleen Torain  
Signature of Person Taking Acknowledgment  
Commission Expiration Date: 10/12/2008

93-12-3421NSBW 02-2005

**KATHLEEN TORAIN**  
Notary Public  
Guilford County, NC

  
200706220063  
Skagit County Auditor