



200803100230
Skagit County Auditor

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

Bank of America



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

PARCEL TAX MAP ID NO. P20403

This instrument was prepared by
and after recording returned to:
Bank of America, N.A. Collateral Tracking
9000 Southside Blvd., Bldg 700
Jacksonville, FL 32256
Loan Account being subordinated#: 68200501905599

CRESS/HFS File No. 6086736
New Senior Loan Acct # 6427822264



BABBITT, DARCY J

Record and Return To:
United General Title Ins
Fiserv - P.O. BOX 2590
Chicago, IL 60690

This Real Estate Subordination Agreement ("Agreement") is executed as of 02/08/08, by Bank of America, N.A., having an address of **21000 NW Evergreen Pkwy, Hillsboro, OR 97124-7121** ("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 ("Bank of America, N.A."),

#200803100229

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 12/28/2006 executed by DARCY J BABBITT, MARC J MARTIN and which is recorded in Instrument # 200702220062, and if applicable, of the land or torrens records of SKAGIT County, State of WA as same may have been or is to be modified prior hereto or contemporaneously herewith (the "Senior Lien"), encumbering the land described in 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 MARC J MARTIN, AN UNMARRIED PERSON AND DARCY J BABBITT, AN UNMARRIED PERSON AS JOINT TENANTS WITH RIGHT OF SURVIVORSHIP, NOT AS TENANTS IN COMMON

(jointly and severally, "Borrower"), to be secured by, without limitation, either a deed or 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 the Bank of America in the maximum principal face amount of \$417,000.00 (the "Principal Amount"), [For North Carolina only - bearing interest and payable as therein provided at the maximum rate of % for a period not to exceed months], 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

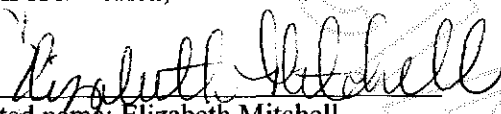
Now, Therefore, for valuable consideration, Subordinator hereby subordinates the Senior Lien to Bank of America's Junior Lien, subject to the terms of this Agreement. The Subordinator's Senior Lien is subordinated to Bank of America's Junior Lien only to the extent of the Principal Amount of the Obligation 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 Senior Lien, 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.

Date : 02/08/08

By:


Printed name: Elizabeth Mitchell

Title: Vice President

Witnesses (as required)

Printed Name:

Printed Name:

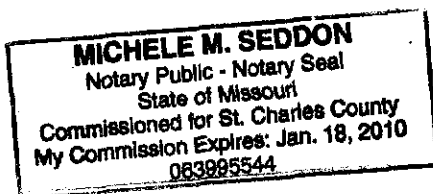
State of MISSOURI
City of St. Louis

Bank of America Acknowledgement

On this the 8th day of FEBRUARY, 2008, before me, MICHELE M SEDDON

the undersigned officer, personally appeared Elizabeth Mitchell who, being duly sworn by me, 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 purpose 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
(SEAL)




Signature of Person Taking Acknowledgement

Printed name: MICHELE M SEDDON

Commission Expiration Date: 1-18-2010

1831 Chestnut St., 6th Fl
St. Louis, MO 63103



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EXHIBIT "A"

Parcel "A"

Lot 1, "Entner's Tracts Subdivision No. 1", as per plat recorded in Volume 8 of Plats, Page 73 and 74, records of Skagit County, Washington.

Situate in the County of Skagit, State of Washington.

Parcel "B"

A portion of Government Lot 2, Section 17, Township 34 North, Range 2 East, W.M., being more particularly described as follows:

Beginning at the Northwest corner of Lot 1, "Entner's Tracts Subdivision No. 1", as per plat recorded in Volume 8 of Plats, Pages 73 and 74, records of Skagit County, Washington; thence North 66 deg 37 min 48 sec West a distance of 248.61 feet; thence North 70 deg 04 min 00 sec West a distance of 64.47 feet to the Westerly line of said Government Lot 2; thence South 1 deg 06 min West along said Westerly Government Lot line a distance of 115.62 feet to the Northerly line of the County Road; thence South 69 deg 09 min 30 sec West along said County road line a distance of 4077 feet; thence South 87 deg 39 min 30 sec East along the South line of said Lot 1 extended Westerly, a distance of 115.00 feet to the Southwest corner of said Lot 1; thence North 2 deg 20 min 30 sec East a distance of 110.00 feet to the point of beginning.

Situate in the County of Skagit, State of Washington.

~~~~Abbreviated Legal provided as a courtesy~~~~

Pcl 1: Lt 1 Tentners Tracts Sun No. 1, Vol 8 pgs 73-74 Skagit Co., Wa.

Pcl 2: Ptn Gov Lt 2, Sec 17 T34N R2E, WM, Skagit Co., Wa.

Purported address is: 14343 Jura Way Anacortes, WA 98221

Tax ID: P20403 AND P65190



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