



200810290069

Skagit County Auditor

10/29/2008 Page

1 of

5 10:49AM

Document Title:

Subordination Agmt.

Reference Number:

200511100139 & 200810290068

Grantor(s):

☐ additional grantor names on page ____.

1. Nadine Foist aka Nadine Burrington
2. Robert Foist
3. Bank of America

Grantee(s):

☐ additional grantee names on page ____.

1. Bank of America
- 2.

Abbreviated legal description:

☐ full legal on page(s) ____.

Assessor Parcel / Tax ID Number:

☐ additional tax parcel number(s) on page ____.

(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. P73539



**Record and Return To:
Fiserv Lending Solutions
Fiserv - P.O. BOX 2590
Chicago, IL 60690**

CRESS/HFS File No. 6722846
New Senior Loan Acct # 6615349542

**BURRINGTON, NADINE
JACKSONVILLE, FL 32230**

Loan Account being subordinated#: 68200135535499

This Real Estate Subordination Agreement ("Agreement") is executed as of October 3rd, 2008, 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."),

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 9/26/2005 executed by Nadine B Foist aka Nadine Burrington and Rober Foist, wife and husband and which is recorded on 11/10/2005 Bk#20051110 Pg. 0139, and if applicable, of the land or torrens records of Skagit County, State of Washington 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 Nadine B. Foist, who acquired title as Nadine Burrington a married person (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 \$370,000.00 (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.



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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: [Signature]

October 3, 2008

Date

Printed name: Gloria A. Lomascola
Its: Assistant Vice President

Bank of America Acknowledgment

STATE OF **CALIFORNIA**
COUNTY OF **SACRAMENTO**

On **OCTOBER 3RD, 2008** before me **ANDREA KOLSTRUP, NOTARY PUBLIC**, personally appeared **GLORIA A. LOMASCOLA**, who proved to me on the basis of satisfactory evidence to be the person(s) whose names(~~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 signatures(~~s~~) on the instrument the person (~~s~~), or the entity upon behalf of which the person(s) acted, executed the instrument. I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal

Signature [Signature]

ANDREA KOLSTRUP



Commission Expiration Date: 6-4-2010

THIS CERTIFICATE MUST BE ATTACHED TO	Title	of	Document	Type
THE DOCUMENT DESCRIBED AT RIGHT.	Number of Pages		Date of Document	
	Signer(s)	Other	Than	Named Above
(1/2 inch bottom margin required)				



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EXHIBIT "A"

The following described property:

In the County of Skagit, State of Washington:

Lots 3 through 7, inclusive, Block 36, and Lots 3 through 7, inclusive, Block 37, all in Plat of the Townsite of Gibraltar, according to the plat thereof recorded in Volume 1 of Plats, Pages 19 and 20, records of Skagit County, Washington;

Together with those portions of vacated Miller and Fidalgo Streets adjoining, which, upon vacation, attach to said premises by operation of law:

Also that portion of "Reserved No. 2", Plat of Quaker Cove, according to the plat thereof recorded in Volume 6 of Plats, Page 37, records of Skagit County, Washington, described as follows:

**Beginning at the intersection of the North line of Block 37, Plat of Townsite of Gibraltar and the Westerly line of Plat of Quaker Cove;
Thence North 65 deg 06 min East 6 feet;
Thence 24 deg 54 min East to the meander line;
Thence Southwesterly along meander line to a point South 24 deg 54 min East from point of beginning;
Thence North 24 deg 54 min West to point of beginning;**

Except any portion of Lots 3 through 7, inclusive, Block 36, said Plat of the Townsite of Gibraltar, lying outside the meander line or the line of ordinary high tide, whichever is farther out;

**And Except the following described tract;
The North 60 feet of Lots 3 through 6, inclusive, Block 37, of Townsite of Gibraltar according to the plat thereof recorded in Volume 1 of Plats, Page 19, records of Skagit County, Washington;**

And together with that portion of the South half of vacated Miller Street that has reverted to said premises by operation of law;

And also together with that portion of Reserved No. 2" Plat of Quaker Cove, according to the plat thereof recorded in Volume 6 of Plats, Page 37, described as follows:

**Beginning at the intersection of the North line of Block 37, Plat of the Townsite of Gibraltar and the Westerly line of Plat of Quaker Cove;
Thence North 65 deg 06 min East 6 feet;
Thence South 24 deg 54 min East 60 feet;**



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Thence South 65 deg 06 min West to a point that is South 24 deg 54 min East of the point of beginning;

Thence North 24 deg 54 min West to the point of beginning.

Situated in Skagit County, Washington.

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

Ptn Lt 3-7, Blk 36 and 37, Gibraltar, Vol 1, Pg 19-20, Skagit Co. Wa.

Tax ID: P73539



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