

Return Address:

FIRST AMERICAN TITLE

2605 ENTERPRISE ROAD

STE 200

CLEARWATER FL 33759



200907270103

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6 2:37PM

Please print or type information **WASHINGTON STATE RECORDER'S Cover Sheet** (RCW 65.04)**Document Title(s)** (or transactions contained therein): (all areas applicable to your document must be filled in)

1. SUBORDINATION

2.

3.

4.

Reference Number(s) of Documents assigned or released:

10-578595-6

Additional reference #'s on page _____ of document

200710100094

+ 200907270102

2nd 2

Grantor(s) (Last name, first name, initials)

1. Mortgage Electronic Registration Systems, ROBERTS, JEREMY J

2. Countrywide Bank N.A., ROBERTS PAMELA

Additional names on page _____ of document.

Grantee(s) (Last name first, then first name and initials)

1. BANK OF AMERICA NA

2.

Additional names on page _____ of document.

Legal description (abbreviated: i.e. lot, block, plat or section, township, range)

PTN OF LOT 25 AND ALL OF 26 PLAT OF BROOKFIELD PARK ANACORTES

WA PLAT VOL. 7 PG 26 SKAGIT COUNTY WA

Additional legal is on page _____ of document.

Assessor's Property Tax Parcel/Account Number☐ Assessor Tax # not yet

assigned

3778-000-026-0004

The Auditor/Recorder will rely on the information provided on the form. The staff will not read the document to verify the accuracy or completeness of the indexing information provided herein.

I am requesting an emergency nonstandard recording for an additional fee as provided in RCW 36.18.010. I understand that the recording processing requirements may cover up or otherwise obscure some part of the text of the original document.

Signature of Requesting Party

RETURN TO:

**FIRST AMERICAN TITLE / NLA SE
RECORDING DIVISION
2605 ENTERPRISE ROAD STE#200
CLEARWATER, FL 33759-9973**

SUBORDINATION AGREEMENT

WHEN RECORDED MAIL TO:

SPACE ABOVE FOR RECORDERS USE

MSN SV-79/ DOCUMENT CONTROL DEPT.
P.O. BOX 10266
VAN NUYS CALIFORNIA 91410-0266

LOAN #: 179718286

ESCROW/CLOSING#: 209575657

NOTICE: THIS SUBORDINATION AGREEMENT RESULTS IN YOUR SECURITY INTEREST IN THE PROPERTY BECOMING SUBJECT TO AND OF LOWER PRIORITY THAN THE LIEN OF SOME OTHER OR LATER SECURITY INSTRUMENT.

SUBORDINATION AGREEMENT

THIS SUBORDINATION AGREEMENT is made this Eighteenth day of June, 2009, by MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, Inc. ("MERS") as nominee for COUNTRYWIDE BANK, F.S.B. ("Subordinated Lienholder"), with a place of business at P.O. BOX 2026, FLINT, MI 48501-2026.

WHEREAS, JEREMY J ROBERTS and PAMELA ROBERTS executed and



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delivered to Subordinated Lienholder, a Deed of Trust/Mortgage (the "Existing and Continuing Security Instrument") in the sum of \$29500.00 dated 10/03/2007, and recorded in Book Volume N/A, Page N/A, as Instrument No. 200710100094, in the records of SKAGIT County, State of Washington, as security for a loan (the "Existing and Continuing Loan"), which Existing and Continuing Security Instrument is a valid and existing lien on the real property located at 1718 36TH ST, ANACORTES, WA 98221 and further described on Exhibit "A," attached.

WHEREAS, JEREMY J ROBERTS and PAMELA ROBERTS ("Borrower") executed and delivered to Bank of America, N.A. ("Lender"), a deed of trust/mortgage in the principal amount not to exceed \$247000.00, which deed of trust/mortgage (the "New Security Instrument") is intended to be recorded herewith in the records of SKAGIT County, State of Washington as security for a loan (the "New Loan");

WHEREAS, it is a condition precedent to obtaining the New Loan that the lien of the New Loan shall unconditionally be and remain at all times a lien or charge upon the land hereinbefore described, prior and superior to the lien of the Existing and Continuing Loan; and

WHEREAS, Lender is willing to make said loan provided the lien securing the New Loan is a lien or charge upon the described property prior and superior to the lien of the Existing and Continuing Loan and provided that Subordinating Lender will specifically and unconditionally subordinate the lien of the Existing and Continuing Loan to the lien of the New Loan; and

WHEREAS, it is to the mutual benefit of the parties hereto that Lender make such a loan to Borrower; and Subordinating Lender is willing that the lien securing the New Loan shall, when recorded, constitute a lien or charge upon said land which is unconditionally prior and superior to the lien securing the Existing and Continuing Loan.

NOW, THEREFORE, in consideration of the mutual benefits accruing to the parties hereto and other valuable consideration, the receipt and sufficiency of which consideration is hereby acknowledged, and in order to induce Lender to make the loan above referred to, it is hereby declared, understood and agreed as follows:

- (1) That the New Security Instrument, and any renewals or extensions thereof, shall unconditionally be and remain at all times a lien or charge on the property therein described, prior and superior to the Existing and Continuing Security Instrument.
- (2) That Lender would not make the New Loan without this subordination agreement.



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(3) That this agreement shall be the whole and only agreement with regard to the subordination of the Existing and Continuing Security Instrument to the New Security Instrument and shall supersede and cancel, but only insofar as would affect the priority between the security instruments hereinbefore specifically described, any prior agreements as to such subordination including, but not limited to, those provisions, if any, contained in the Existing and Continuing Security Instrument above mentioned, which provide for the subordination of the lien to another security instrument, deed of trust or mortgage.

Subordinating Lender declares, agrees and acknowledges that

(a) It consents to and approves (i) all provision of the note and New Security Instrument in favor of Lender above referred to, and (ii) all agreements, including but not limited to any loan or escrow agreements, between Borrower and Lender for the disbursement of the proceeds of the New Loan;

(b) Lender making disbursements pursuant to any such agreement is under no obligation or duty to, nor has Lender represented that it will, see to the application of such proceeds by the person or persons to whom Lender disburses such proceeds and any application or use of such proceeds for purposes other than those provided for in such agreement or agreements shall not defeat the subordination herein made in whole or in part; and

(c) It intentionally and unconditionally waives, relinquishes and subordinates the lien of the Existing and Continuing Security Instrument in favor of the lien or charge upon said land of the New Security Instrument and understands that in reliance upon, and in consideration of, this waiver, relinquish and subordinate specific loans and advances are being and will be made and, as part and parcel thereof, specific monetary and other obligations are being and will be entered into which would not be made or entered into but for said reliance upon this waiver, relinquishment and subordination.

NOTICE: THIS SUBORDINATION AGREEMENT CONTAINS A PROVISION WHICH ALLOW THE PERSON OBLIGATED ON YOUR REAL PROPERTY SECURITY TO OBTAIN A LOAN A PORTION OF WHICH MAY BE EXPENDED FOR OTHER PURPOSES THAN IMPROVEMENT OF THE LAND.

MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, Inc. ("MERS") as nominee for BANK OF AMERICA, N.A., successor by merger to COUNTRYWIDE BANK, F.S.B.


Craig Lickiss, First Vice President



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ALL PURPOSE ACKNOWLEDGMENT

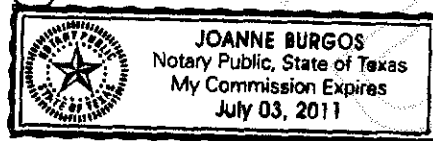
STATE OF Texas }
COUNTY OF Collin }

On 06/18/2009 before me, Joanne Burgos (notary) personally appeared Craig Lickiss, First Vice President, of BANK OF AMERICA, N.A., successor by merger to COUNTRYWIDE BANK, F.S.B. 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.

WITNESS my hand and official seal.

Signature _____

(NOTARY SEAL)



ATTENTION NOTARY:

Although the information requested below is OPTIONAL, it could prevent fraudulent attachment of this certificate to another document.

THIS CERTIFICATE **MUST** BE ATTACHED TO THE DOCUMENT DESCRIBED AT RIGHT

Title of Document Type Subordination Agreement
Number of Pages 5 Date of Document 06/18/2009
Signer(s) Other Than Named Above _____



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EXHIBIT "A"

ALL THAT CERTAIN LAND SITUATED IN THE STATE OF WA, COUNTY OF Skagit, CITY OF Anacortes,
DESCRIBED AS FOLLOWS:

THE WESTERLY 2 FEET OF LOT 25 AND ALL OF LOT 26, "THE PLAT OF BROOKFIELD PARK,
ANACORTES, WASHINGTON", AS PER PLAT RECORDED IN VOLUME 7 OF PLATS, PAGE 26, RECORDS
OF SKAGIT COUNTY, WASHINGTON.

APN:3778-000-026-0004



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