

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



200907270105
Skagit County Auditor

7/27/2009 Page 1 of 3 2:38PM

(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)**

10-562740-3

PARCEL TAX MAP ID NO. P99116

200/12

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#: 68200148455299

CRESS/HFS File No. 6988094
New Senior Loan Acct # 6428715772
Lot 16 Plat of Parkside
Vol. 14 pgs 170-174
Skagit County WA

This Real Estate Subordination Agreement ("Agreement") is executed as of April 22, 2009, 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 ("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 12/14/2007 executed by **VINCENT A. ROTA AND NANCY R. ROTA, HUSBAND AND WIFE** and which is recorded on 01/04/2008 in Book at Page, and if applicable 200801040099, 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 **VINCENT A. ROTA AND NANCY R. ROTA, HUSBAND AND WIFE** (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 \$ 164,000.00 (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

Recorded Concurrently here with.

#200907270104

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 : April 22, 2009

By:

Tilwander Lockhart
Printed name: TILWANDER LOCKHART
Title: ASST VICE PRESIDENT

Witness #1 Signature (FL & CT Only)

Witness Printed Name

Witness #2 Signature (FL & CT Only)

Witness Printed Name

State of MISSOURI
City of St. Louis

Bank of America Acknowledgement

On this day, April 22, 2009, before me, TONYA L. FINLEY, the undersigned officer, personally appeared TILWANDER LOCKHART who, being duly sworn by me, acknowledged him/herself to be the ASST VICE PRESIDENT of Bank of America, N.A., and that (s)he, as such ASST 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 ASST VICE PRESIDENT.

In witness whereof, I hereunto set my hand and official seal.
(SEAL)

Tonya L. Finley

Signature of Person Taking Acknowledgement

Printed name: TONYA L. FINLEY
Commission Expiration Date: 07/10/10
1831 Chestnut St., 6th Fl
St. Louis, MO 63103



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Skagit County Auditor

EXHIBIT A

LOT 16, PLAT OF PARKSIDE, ACCORDING TO THE PLAT THEREOF,
RECORDED IN VOLUME 14 OF PLATS, PAGES 170 THROUGH 174,
RECORDS OF SKAGIT COUNTY, WASHINGTON.

SITUATED IN THE COUNTY OF SKAGIT AND STATE OF WASHINGTON.

ABBRV LEGAL

LOT 16 PLAT OF PARKSIDE VOL 14 PGS 170-174

BEING ALL OF THAT CERTAIN PROPERTY CONVEYED TO VINCENT A.
ROTA AND NANCY R. ROTA, HUSBAND AND WIFE FROM COREY A.
SCHNEIDER AND SANDRA L. SCHNEIDER, HUSBAND AND WIFE BY DEED
DATED 06/06/2007 AND RECORDED 06/15/2007 IN INSTRUMENT NO.
200706150001, PAGE N/A IN THE LAND RECORDS OF SKAGIT COUNTY,
WASHINGTON.

Permanent Parcel Number: P99116
VINCENT A. ROTA AND NANCY R. ROTA, HUSBAND AND WIFE

4519 WOODSIDE DRIVE, ANACORTES WA 98221-872
Loan Reference Number : 10165100-6988094-73/10-01187162
Identifier: L/FIRST AMERICAN EQUITY LOAN SERVICES



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