



200908280066

Skagit County Auditor

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**Return Address:**

Equity Loan Services  
1100 Superior Avenue  
Cleveland, OH 44114

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 Agreement 2. \_\_\_\_\_  
3. \_\_\_\_\_ 4. \_\_\_\_\_

**Reference Number(s) of Documents assigned or released:**

Additional reference #'s on page \_\_\_\_\_ of document

200501110069

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

1. Mortgage Electronic Registration Systems, Inc.  
2. Soria, Kristi L.  
Soria, Kristi L.

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. E 1/2, NE 1/4, SW 1/4, S. 4, T. 34 N, R 4 E, W. 11.

Additional legal is on page \_\_\_\_\_ of document.

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

assigned

123726

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

*Reported By* SUBORDINATION AGREEMENT

WHEN RECORDED, RETURN TO:  
**EQUITY LOAN SERVICES**  
1100 SUPERIOR AVENUE, SUITE 200  
CLEVELAND, OHIO 44114  
NATIONAL RECORDING - TEAM 2  
*Accommodation Recording Per Client Request*

PREPARED BY: BANK OF AMERICA, NA

LOAN #: 88112771

ESCROW/CLOSING #: 210804708

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.

THIS SUBORDINATION AGREEMENT is made this Seventeenth day of July, 2009, by SIRILO SORIA and KRISTI L SORIA,

*ABBRE: PTN E 1/2 of NE 1/4 of SW 1/4  
6-34-4 EWM*

Initials: \_\_\_\_\_

*APN# P23726*



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LOAN:88112771

Owner of the land hereinafter described and hereinafter referred to as "Owner" and **COUNTRYWIDE BANK, F.S.B.** present owner and holder of the deed of trust and note first hereinafter described and hereinafter referred to as "Beneficiary";

**WITNESSETH**

THAT WHEREAS, **SIRILO SORIA** and **KRISTI L SORIA** did execute a lien, dated 01/04/2005 to LS Title of Washington, as "Trustee," covering: **See Attached Legal Description** to secure a note in the sum of \$44000.00, dated 01/04/2005 in favor of **MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, Inc.** ("MERS"), which Deed of Trust was recorded, in book N/A page N/A, Recording No.: 200501110069 of Official Records of said county; and

WHEREAS, Owner has executed, or is about to execute a deed of trust and note in the principal amount not to exceed \$169800.00, dated 7/17/07, in favor of **Bank of America, N.A.,** 101 South Tryon Street, Charlotte, NC 28255 herein after referred to as "Lender", payable with interest and upon terms and conditions described therein, which deed of trust is to be recorded concurrently herewith; and

Initials: \_\_\_\_\_



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WHEREAS, it is a condition precedent to obtaining said loan that said deed to trust last above mentioned shall unconditionally be and remain at all times a lien or charge upon the land hereinbefore described, prior and superior to the lien first mentioned above; and

WHEREAS, Lender is willing to make said loan provided the deed of trust securing the same is a lien or charge upon the described property prior and superior to the lien first above mentioned and provided that Beneficiary will specifically and unconditionally subordinate the lien first mentioned to the lien in favor of Lender; and

WHEREAS, it is to the mutual benefit of the parties hereto that Lender make such a loan to Owner; and Beneficiary is willing that the deed of trust securing the same shall, when recorded, continue a lien or charge upon said land which is unconditionally prior and superior to the lien first above mentioned.

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 referenced to, it is hereby declared, understood and agreed as follows:

1. That said deed of trust securing said note in favor of Lender, 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 lien first above mentioned.
2. That Lender would not make its loan described without this subordination agreement.
3. That this agreement shall be the whole and only agreement with regard to the subordination of the lien first mentioned to the lien or charge of the deed of trust in favor of the Lender above referred to and shall supercede and cancel, but only insofar as would greatly affect the priority between the deeds of trust hereinbefore specifically described, any prior agreements as to such subordination including, but not limited to, those provisions, if any, contained in the lien first above mentioned, which provide for the subordination of the lien to a deed of trust.

Beneficiary declares, agrees and acknowledges that

- a. He consents and approves (i ) all provision of the note and deed of trust in favor of Lender above referenced to, and (ii ) all agreements, including but not limited to any new loan or escrow agreements, between Owner and Lender for disbursement of the proceeds of Lender's Loan;

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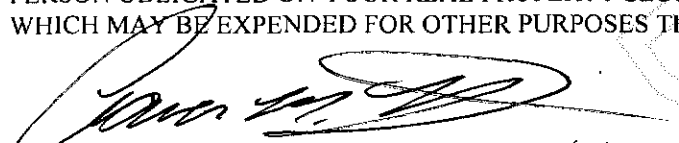
a.

b. Lender is making disbursements pursuant to any such agreement is under no obligation or duty to, nor had Lender represented that it will, see to the application of such proceeds by the person or persons to whom the 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;

c. He intentionally and unconditionally waives, relinquishes and subordinates the lien first above mentioned in favor of the lien or charge upon said land of the deed of trust in favor of Lender above referred to and understands that in reliance upon, and in consideration of, this waiver, relinquish and subordinate specific loans and advances are being 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, relinquish and subordination; and

d. An endorsement had been placed upon the lien first above mentioned that said lien has by this instrument been subordinated to the deed of trust in favor of Lender above referred to.

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

BY:  Aaron M. Hutchinson

TITLE: ~~Senior Vice President~~ VP



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## ALL PURPOSE ACKNOWLEDGMENT

STATE OF ARIZONA }  
COUNTY OF MAHICOLA }

On 7-21-09 before me, NICK NICKOLAOU (notary) personally appeared Aaron Hutcheson, 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 Nick Nickolaou

(NOTARY SEAL)



NICK NICKOLAOU  
NOTARY PUBLIC

STATE OF ARIZONA

MY COMM. EXP. 6-2-2011

### 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 \_\_\_\_\_  
Number of Pages \_\_\_\_\_ Date of Document \_\_\_\_\_  
Signer(s) Other Than Named Above \_\_\_\_\_



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**Exhibit "A"**

The land referred to in this policy is situated in the **STATE OF WASHINGTON, COUNTY OF SKAGIT, CITY OF BURLINGTON**, and described as follows:

A TRACT OF LAND IN THE EAST 1/2 OF THE EAST 1/2 OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 6, TOWNSHIP 34 NORTH, RANGE 4 EAST, W.M., DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE WEST LINE OF SAID SUBDIVISION 399.45 FEET SOUTH OF THE NORTHWEST CORNER THEREOF;  
THENCE SOUTH 88 DEGREES 34'40" EAST PARALLEL TO THE SOUTH LINE OF SAID SUBDIVISION 40.0 FEET TO THE TRUE POINT OF BEGINNING;  
THENCE SOUTH 88 DEGREES 34'40" EAST 283.34 FEET TO AN EXISTING FENCE LINE;  
THENCE SOUTH ALONG SAID FENCE LINE 100.0 FEET;  
THENCE NORTH 88 DEGREES 34'40" WEST 283.25 FEET TO A POINT 40.0 FEET EAST OF THE WEST LINE OF SAID SUBDIVISION;  
THENCE NORTH 0 DEGREES 09'45" WEST PARALLEL TO THE WEST LINE OF SUBDIVISION 100.0 FEET TO THE TRUE POINT OF BEGINNING.

SITUATE IN THE COUNTY OF SKAGIT, STATE OF WASHINGTON.

FOR INFORMATION ONLY:

PTN. OF E 1/2 OF NE 1/4 OF SW 1/4, 6-34-4 EWM

APN # P23726

 SORIA  
40995007 WA  
FIRST AMERICAN ELS  
SUBORDINATION AGREEMENT  


  
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