



200911100081

Skagit County Auditor

11/10/2009 Page

1 of

5 3:51PM

ESCROW

6851176

Reference: 6490352074

When recorded return to:

LSI -

North Recording Division

5039 Dudley Blvd.

McClellan, CA 95652

Type of Document:

SUBORDINATION AGREEMENT

GRANTOR (S):

BANK OF AMERICA, NA

GRANTOR (S) Address:

101 SOUTH TRYON STREET

CHARLOTTE, NC 28255

GRANTEE:

BANK OF AMERICA, NA

4161 PIEDMONT PARKWAY

GREENSBORO, NC 27410

+ Phyllis Stinn FKA Phyllis Amaya
Maurice Stinn

Legal Description on page: LAST PAGE

LOT 3, BLOCK 3, 'EASTGATE ADDITION PLAT NO. 1, VOL 7, PAGE 40 1/2,

SKAGIT COUNTY, WA

APN: P101476

Date of Document:

October 27, 2009

AF#'s : 200508030049 + 20091110080

This instrument was prepared by:
Bank of America
1100 King Street
Wilmington, Delaware 19801

After recording return to:
Bank of America Collateral Tracking
9000 Southside Boulevard, Bldg 700
Jacksonville, FL 32256
Account #: 6820013243

APN# :
Abbreviated Legal:

#6851176

**Deed of Trust Subordination Agreement
(Bank of America to Bank of America)
REF#: 6490352074**

Bank of America, N.A.
1100 King Street
Wilmington, Delaware 19801

Recording Requested By:
LSI

This Real Estate Subordination Agreement ("Agreement") is executed as of 10/27/2009, by Bank of America, N.A., having an address of 1100 King Street Wilmington, Delaware 19801

("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

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 07/07/2005, executed
by Phyllis Stinn FKA Phyllis Amaya and Maurice Stinn

BAM-308B Old
93-12-2395NSBW 06-2006



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and which is recorded in Volume/Book _____, Page _____, and if applicable, Document Number 200508030049, of the land records of Skagit County, WA, as same may have been or is to be modified prior hereto or contemporaneously herewith (the "Senior Lien"), encumbering the land described 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 Maurice P. Stinn and Phyllis J. Stinn (jointly and severally, "Borrower"), to be secured by, without limitation, either a deed of 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 Bank of America in the maximum principal face amount of \$ 157,989.00 (the "Principal Amount"), 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 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: Jeffrey E. Clannell Date _____
Its: _____



Bank of America Acknowledgment:

State/Commonwealth/District of Delaware

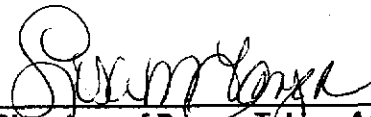
County/City of New Castle

On this the 27th day of October, before me, Lisa M. Tanyer

The undersigned officer, personally appeared Jeffrey E. Channell,

Who acknowledged him/herself to be the AVP Fulfillment Team Lead of Bank of America, N.A., and that (s)he, as such AVP Fulfillment Team Lead,

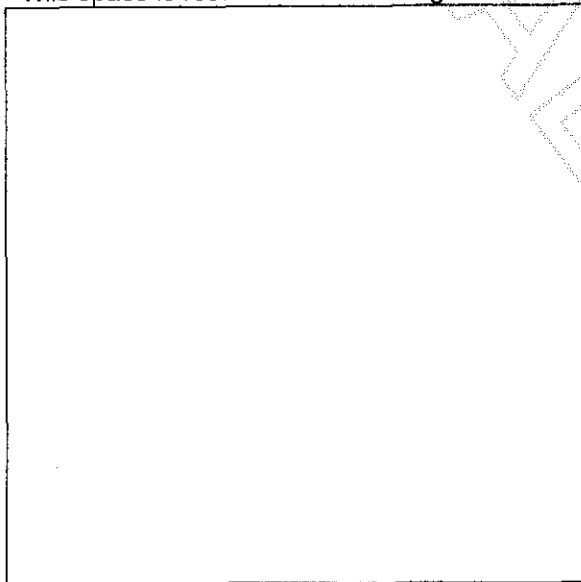
Being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by him/herself as AVP Fulfillment Team Lead. In witness whereof I hereunto set my hand and official seal.



Signature of Person Taking Acknowledgment

Commission Expiration Date: *June 17, 2010*

This space is reserved for recording office.



Loan # : 7109792

Exhibit A

LEGAL DESCRIPTION

The following described property:

Lot 3, Block 3, "Eastgate Addition Plat No. 1, Mount Vernon, Washington", as per Plat recorded in Volume 7 of Plats at Page 40 1/2, in the Records of Skagit County, State of Washington.

Being the same parcel conveyed to Phyllis Amaya from Nick R. Amaya, by virtue of a Deed dated 12/2/2003, recorded 3/1/2005, as Instrument No. 200503010072, County of Skagit, State of Washington.

Assessor's Parcel No: P101476



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