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200912160038

Skagit County Auditor

12/16/2009 Page

1 of

411:42AM

**Document Title(s)**  
**Subordination Agreement**

**CRS#7468382**

**Reference Number(s) of related document**

Instrument No. 200704180104

200912160037

Additional reference #'s on page

**Grantor(s) (Last, first and Middle Initial)**

Broadway, Retta K.  
Bank of America, N.A.

Additional grantors on page

**Grantee(s) (Last, First and Middle Initial)**

Wells Fargo Bank, N.A.

\_\_\_\_\_ - (Trustee)

Additional Grantees on page

**Legal Description (abbreviated form: i.e. lot, block, plat or section, township, range quarter)**

Lot 3, Blk. 5, Pape's Add., Mount Vernon, Vol. 3, Pg. 59, Skagit County, WA.

Full legal Description on Exhibit A


**Assessor's Property Tax Parcel/Account Number**


P-54024

Additional Parcel #'s on page

The Auditor/Recorder will rely on the information provided on this 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

This instrument was prepared by:   
Bank of America Subordination Unit  
4161 Piedmont Parkway  
Greensboro, NC 27410

After recording return to:   
Bank of America Collateral Tracking  
4161 Piedmont Parkway  
Greensboro, NC 27410  
Account #: 6820050262XXXX

**Bank of America**



**Real Estate Subordination Agreement  
(Bank of America to Third Party)**

Bank of America, N.A.

This Real Estate Subordination Agreement ("Agreement") is executed  
as of 11/13/2009, by Bank of America, N.A. ("Subordinator"), having an address of:  
4161 Piedmont Parkway  
Greensboro, NC 27410

in favor of WELLS FARGO BANK, N.A. ("Junior Lien Holder"), having an address for notice purposes of:  
3 STEP CENTRALIZED FULFILLMENT, 1525 W WT HARRIS BLVD BUILDING: 1A2, MAC: D1108-02F  
CHARLOTTE, NC 28262

**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 04/02/2007,  
executed  
by RETTA K. BROADWAY, with a property address of: 712 NORTH 6TH STREET, MOUNT VERNON,  
WA 98273

*Loan amount \$50,000.00*

which was recorded on 4/18/2007, in Volume/Book N/A, Page N/A, and Document Number  
200704180104, and if applicable, modified on , in Volume/Book N/A, Page N/A, Document Number  
N/A, 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



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93-12-3421NSBW 02-2005

(for use in ID, OR, WA)

**Whereas**, Junior Lien Holder has been requested to make a loan, line of credit or other financial accommodation to RETTA K. BROADWAY (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 Junior Lien Holder in the maximum principal face amount of \$ 135,754.24\* (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 Junior Lien Holder and Borrower shall determine; and

\* Please record concurrently with the Deed of Trust

**Now, Therefore**, for valuable consideration, Subordinator hereby subordinates the Senior Lien to Junior Lien, subject to the terms of this Agreement. The Subordinator's Senior Lien is subordinated to 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 Junior Lien Holder'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 Junior Lien Holder 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 Junior Lien Holder 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: Kathy Clark  
Its: Assistant Vice President

11/13/2009  
Date



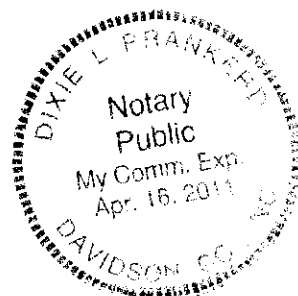
**Individual Acknowledgment:**

State/Commonwealth/District of North Carolina

County/City of Guilford/Greensboro

On this the Thirteenth day of November, before me, Dixie L. Pranker, the undersigned Notary Public, personally appeared Kathy Clark, who acknowledged him/herself to be the Assistant Vice President of Bank of America, N.A., and that (s)he, as such Assistant Vice President, 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 Assistant Vice President. In witness whereof I hereunto set my hand and official seal.

PREPARED BY: KATHY CLARK  
BANK OF AMERICA, N.A.  
101 Piedmont Parkway  
Greensboro, NC 27410



Dixie L. Pranker  
Signature of Person Taking Acknowledgment  
Commission Expiration Date: 04/16/2011  
DIXIE L PRANKER

(for use in ID OR WA)

93-12-3421NSBW 02-2005



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Order ID: 7468382  
Loan No.: 0115860694

**EXHIBIT A  
LEGAL DESCRIPTION**

The following described property:

Lot 3, Block 5, "Pape's Addition to the City of Mount Vernon", according to the plat recorded in Volume 3 of Plats, Page 59, records of Skagit County, Washington

Assessor's Parcel Number: P-54024



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Skagit County Auditor