

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



201002160199

Skagit County Auditor

2/16/2010 Page 1 of 4 3:39PM

This instrument was prepared by:
Bank of America
Chritina Buenrostro
275 Valencia Ave
Brea, Ca. 92823-6340

~~After recording return to:~~
Bank of America Collateral Tracking
9000 Southside Boulevard, Bldg 700
Jacksonville, FL 32256
Account #: 68209001015499

APN#: 350920-0-017-0015

Abbreviated Legal: PTN GOK LOT 10 SEC 20 TWP 35N R9E W.M.

7188608

FULL LEGAL LOCATED ON PG 4

**Deed of Trust Subordination Agreement
(Bank of America to Bank of America)**

REF#: 0853345910

LP 301862N-4

3 of 3

Ref. 200207120098

Bank of America, N.A.

201002160198

This Real Estate Subordination Agreement ("Agreement") is executed as of 01/14/2010, by Bank of America, N.A., having an address of 275 Valencia Ave, Brea Ca. 92823-6340

("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 06/27/2002, executed by MURLE J. BROWN, JR. AND KAY S. BROWN

and which is recorded in Volume/Book _____, Page _____, and if applicable, Document Number 200207120088, 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

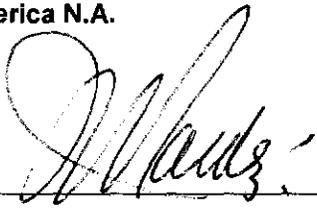
Whereas, Bank of America has been requested to make a loan, line of credit or other financial accommodation to MURLE J. BROWN, JR. AND KAY S. BROWN (jointly and severally, "Borrower"), to be secured by, without limitation, either a deed of trust, deed to secure debt or mortgage (the "Junior Lien"), covering 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 \$ 100140.00* (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

**recorded concurrently herewith*

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: Armando R. Valdez
Its: VP; FULFILLMENT TEAM LEADER

1-14-10
Date



Bank of America Acknowledgment:

State/Commonwealth/District of California

County/City of Orange

On this the 14th day of January, 2010, before me, Elaine Hawkins Notary Public
The undersigned officer, personally appeared Armando R. Valdez
Who acknowledged him/herself to be the VP; FULFILLMENT TEAM LEADER of Bank of America, N.A.,
and that (s)he, as such VP; FULFILLMENT TEAM LEADER
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 Armando R. Valdez . In witness
whereof I hereunto set my hand and official seal.



Elaine Hawkins
Signature of Person Taking Acknowledgment
Commission Expiration Date: 3-17-2010
Elaine Hawkins

This space is reserved for recording office.

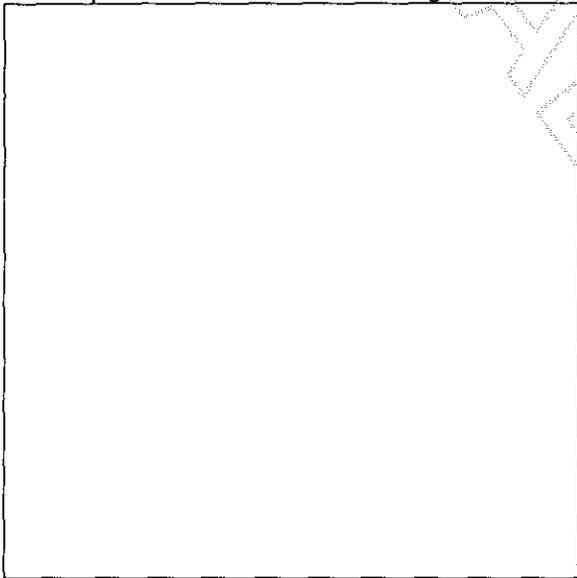


EXHIBIT 'A'

File No.: **6301862n (nb)**

GOVERNMENT LOT 10, SECTION 20, TOWNSHIP 35 NORTH, RANGE 9 EAST OF THE WILLAMETTE MERIDIAN, EXCEPT THAT PORTION THEREOF LYING EASTERLY OF THE WESTERLY LINE OF THAT CERTAIN STRIP OF LAND AS CONVEYED TO SKAGIT COUNTY FOR ROAD, BY INSTRUMENT RECORDED AUGUST 20, 1964, UNDER AUDITOR'S FILE NO. 654868, RECORDS OF SKAGIT COUNTY, WASHINGTON, AND EXCEPT COUNTY ROAD, IF ANY, AND ALSO EXCEPT THAT PORTION THEREOF AS CONVEYED TO M. N. RICHARDSON, BY INSTRUMENT RECORDED SEPTEMBER 25, 1899, UNDER AUDITOR'S FILE NO. 31536, RECORDS OF SKAGIT COUNTY, WASHINGTON, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTH QUARTER CORNER OF SECTION 20; THENCE 20 CHAINS NORTH; THENCE 20 CHAINS EAST; THENCE 20 CHAINS SOUTH; THENCE 20 CHAINS WEST TO THE POINT OF BEGINNING.

FOR INFORMATION ONLY:

LT 10 S20 T35N R9E WM

A.P.N. 350920-0-017-0015

 **BROWN
41662852**

WA

**FIRST AMERICAN ELS
SUBORDINATION AGREEMENT**



