

When recorded return to:  
M. Lulu Diaz  
Bank of America, N.A.  
4601 DTC Blvd #150  
Denver, CO 80237



201009290121  
Skagit County Auditor

9/29/2010 Page 1 of 2 1:49PM

Filed for record at the request of:



CHICAGO TITLE  
COMPANY

425 Commercial, PO BOX 638  
Mount Vernon, WA 98273

Order No.: 620011017

### SUBORDINATION AGREEMENT (New Loan)

**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 instruments.

The undersigned subordinator and owner agrees as follows:

1. Charlotte R. Dykstra and Henry Dykstra, as co-trustees of the Miller Family Revocable Living Trust, dated June 25, 1992, the First Amendment dated February 18, 1994, and the Second Amendment dated March 29, 2006, referred to herein as "subordinator", is the owner and holder of a mortgage dated April 15, 2010, which is recorded under 201004150065, records of Skagit County, Washington.
2. Bank of America, N.A. referred to herein as "lender", is the owner and holder of a mortgage dated September 24, 2010 executed by Henry Dykstra and Charlotte Dykstra, husband and wife which is recorded under 201009290120, records of Skagit County, Washington. (which is to be recorded concurrently herewith).
3. Henry Dykstra and Charlotte Dykstra referred to herein as "owner", is the owner of all the real property described in the mortgage identified above in Paragraph 2.
4. In consideration of benefits to "subordinator" from "owner," receipt and sufficiency of which is hereby acknowledged, and to induce "lender" to advance funds under its mortgage and all agreements in connection therewith, the "subordinator" does hereby unconditionally subordinate the lien of his mortgage identified in Paragraph 1 above to the lien of "lender's" mortgage, identified in Paragraph 2 above, and all advances or charges made or accruing thereunder, including any extension or renewal thereof.
5. "Subordinator" acknowledges that, prior to the execution hereof, he has had the opportunity to examine the terms of "lender's" mortgage, note and agreements relating thereto, consents to and approves same, and recognizes that "lender" has no obligation to "subordinator" to advance any funds under its mortgage or see to the application of "lender's" mortgage funds, and any application or use of such funds for purposes other than those provided for in such mortgage, note or agreements shall not defeat the subordination herein made in whole or in part.
6. It is understood by the parties hereto that "lender" would not make the loan secured by the mortgage in Paragraph 2 without this agreement.
7. This agreement shall be the whole and only agreement between the parties hereto with regard to the subordination of the lien or charge of the mortgage first above mentioned to the lien or charge of the mortgage in favor of "lender" above referred to and shall supersede and cancel any prior agreements as to such, or any, subordination including, but not limited to, those provisions, if any, contained in the mortgage first above mentioned, which provide for the subordination of the lien or charge thereof to a mortgage or mortgages to be thereafter executed.

8. The heirs, administrators, assigns and successors in interest of the "subordinator" shall be bound by this agreement. Where the word "mortgage" appears herein it shall be considered as "deed of trust," and gender and number of pronouns considered to conform to undersigned.

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 improvement of the land. It is recommended that, prior to the execution of this subordination agreement, the parties consult with his/her/their attorneys with respect thereto.

Dated: September 27, 2010

Charlotte R Dykstra, Trustee  
Signature

9/27/10  
Date

By: CHARLOTTE R DYKSTRA  
Print Name

Its: TRUSTEE  
Print Title

X \_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

By: \_\_\_\_\_  
Print Name

Its: \_\_\_\_\_  
Print Title

State of Washington

County of SKAGIT

I certify that I know or have satisfactory evidence that Charlotte R. Dykstra and ~~Henry Dykstra~~<sup>MKP</sup> are the person(s) who appeared before me, and said person acknowledged that ~~they~~<sup>she</sup> signed this instrument, on oath stated that ~~they~~<sup>she</sup> were authorized to execute the instrument and acknowledged it as the ~~the~~<sup>the</sup> Trustees of the Miller Family Revocable Living Trust, dated June 25, 1992 to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: ~~July 30, 2010~~ SEPTEMBER 27 2010

Marcie K Paleck  
Name

MARCIE K. PALECK  
Notary Public in and for the State of Washington,

Residing at: Mount Vernon, WA

My appointment expires: October 15 2012

Residing in Mount Vernon, WA



201009290121  
Skagit County Auditor

9/29/2010 Page 2 of 2 1:49PM