



201012080031

Skagit County Auditor

12/8/2010 Page

1 of

6 11:22AM

WHEN RECORDED, RETURN TO:  
FIRST AMERICAN MORTGAGE SERVICES  
1100 SUPERIOR AVENUE, SUITE 200  
CLEVELAND, OHIO 44114  
NATIONAL RECORDING

6372129n  
#42937026

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. Deed of Trust Subordination Agreement  
3. \_\_\_\_\_ 4. \_\_\_\_\_

**Reference Number(s)** of Documents assigned or released: 200709040129Additional reference #'s on page 3 of documentDoc # 201008170031**Grantor(s)** (Last name, first name, initials)

1. BANK OF AMERICA, N.A.  
2. KIPLING, MARK A.  
KIPLING, KAREN A.  
Additional names on page \_\_\_\_\_ of document.

**Grantee(s)** (Last name first, then first name and initials)

1. BANK OF AMERICA, N.A.  
2. \_\_\_\_\_

Additional names on page \_\_\_\_\_ of document.

**Legal description** (abbreviated: i.e. lot, block, plat or section, township, range) - SEC PAGE 6 FOR FULL LEGAL

THE SOUTH 154 FEET OF THAT PORTION OF GOVERNMENT LOT 5, SECTION 25, TOWNSHIP 33 NORTH, RANGE 4 EAST, W.M., LYING EASTERLY OF THE RIGHT OF WAY OF THE NORTHERN PACIFIC RAILWAY COMPANY, EXCEPT ARCADE STREET AS PLATTED ACROSS SAID PREMISES OF THE "TOWN OF MCMURRAY, SKAGIT COUNTY, WASHINGTON", AS PER PLAT RECORDED IN VOLUME 2 OF PLATS, PAGE 107, RECORDS OF SKAGIT COUNTY, WASHINGTON. SURVEY AF#201006020062

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

assigned

330425-0-001-1807(P17200)

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

This instrument was prepared by:  
Bank of America Loan Center  
10850 White Rock Road  
Rancho Cordova, CA 95670

~~After recording return to:~~  
Bank of America Collateral Tracking  
9000 Southside Boulevard, Bldg 700  
Jacksonville, FL 32256  
Account #: 68200503595099

APN# : 330425-0-007-0001 (P17240) and 330425-0-001-1807 (P17200)  
Abbreviated Legal: LOT: 5 TRACT: PNT GOV. 25-33-4 EWM

**Deed of Trust Subordination Agreement  
(Bank of America to Bank of America)  
REF#: 0851325288**

Bank of America, N.A.  
10850 White Rock Road  
Rancho Cordova, CA 95670

This Real Estate Subordination Agreement ("Agreement") is executed as of 01/20/2010, by Bank of America, N.A., having an address of 10850 White Rock Road, Rancho Cordova, CA 95670

("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 08/10/2007, executed  
by Mark A. Kipling and Karen P. Kipling



and which is recorded in Volume/Book N/A, Page N/A, and if applicable, Document Number 200709040129, 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

*\* See Exhibit "A"*

**Whereas**, Bank of America has been requested to make a loan, line of credit or other financial accommodation to Mark A. Kipling and Karen P. Kipling (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 \$ 100,000.00 (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

*\* Record 2-17-2010 AS Doc # 201002170031*

**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: Kendall Bennett 01/20/2010  
Date  
Its: Assistant Vice President



**Bank of America Acknowledgment:**

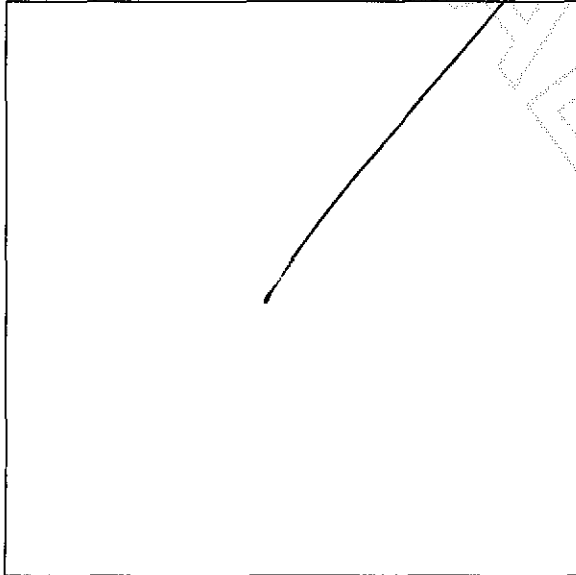
State/Commonwealth/District of California

County/City of sacramento

On this the 20th day of January 2010, before me,  
The undersigned officer, personally appeared Kendall Bennett,  
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 Kendall Bennett. In witness whereof I hereunto set  
my hand and official seal.

**Signature of Person Taking Acknowledgment**  
Commission Expiration Date:

This space is reserved for recording office.



*see  
attached*



## ACKNOWLEDGMENT

State of California

County of Sacramento

On 01/20/2010 before me, T. Nguyen Notary Public  
(insert name and title of the officer)

personally appeared Kendall Bennett  
who 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.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing  
paragraph is true and correct.

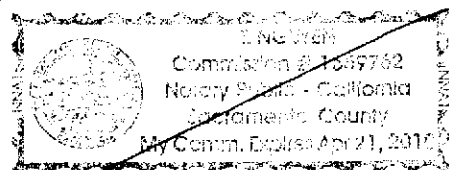
WITNESS my hand and official seal.

Signature

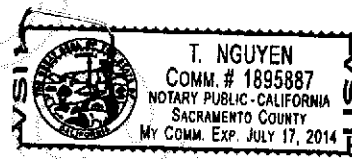
T. Nguyen

(Seal)

\* see below



\* see below



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201012080031

Skagit County Auditor

**Exhibit "A"**

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

PARCEL "A": THE SOUTH 154 FEET OF THAT PORTION OF GOVERNMENT LOT 5, SECTION 25, TOWNSHIP 33 NORTH, RANGE 4 EAST, W.M., LYING EASTERLY OF THE RIGHT-OF-WAY OF THE NORTHERN PACIFIC RAILWAY COMPANY, EXCEPT ARCADE STREET AS PLATTED ACROSS SAID PREMISES OF THE "TOWN OF MCMURRAY, SKAGIT COUNTY, WASHINGTON", AS PER PLAT RECORDED IN VOLUME 2 OF PLATS, PAGE 107, RECORDS OF SKAGIT COUNTY, WASHINGTON. SITUATE IN THE COUNTY OF SKAGIT, STATE OF WASHINGTON.

PARCEL "B": THAT PORTION OF THE BURLINGTON NORTHERN RAILROAD COMPANY RIGHT OF WAY, CONVEYED BY DEED RECORDED UNDER AUDITOR'S FILE NO. 8702180078, RECORDS OF SKAGIT COUNTY, WASHINGTON, LYING WESTERLY OF AND BETWEEN THE NORTH AND SOUTH LINES EXTENDED, OF THE SOUTH 154 FEET OF THAT PORTION OF GOVERNMENT LOT 5, SECTION 25, TOWNSHIP 33 NORTH, RANGE 4 EAST, W.M., LYING EASTERLY OF THE MOST WESTERLY RIGHT-OF-WAY OF THE NORTHERN PACIFIC RAILWAY COMPANY, EXCEPT THAT PORTION, IF ANY, LYING WITHIN THE BOUNDARIES OF STATE HWY NO. 9. SITUATE IN THE COUNTY OF SKAGIT, STATE OF WASHINGTON.

**FOR INFORMATION ONLY:**

LOT: 5 TRACT: PNT GOV. 25-33-4 EWM | PARCEL "A": THE SOUTH 154 FEET OF THAT PORTION OF GOVERNMENT LOT 5, SECTION 25, TOWNSHIP 33 NORTH, RANGE 4 EAST, W.M., LYING EASTERLY OF THE RIGHT-OF-WAY OF THE NORTHERN PACIFIC RAILWAY COMPANY, EXCEPT ARCADE STREET AS PLATTED ACROSS SAID PREMISES OF THE "TOWN OF MCMURRAY, SKAGIT COUNTY, WASHINGTON", AS PER PLAT RECORDED IN VOLUME 2 OF PLATS, PAGE 107, RECORDS OF SKAGIT COUNTY, WASHINGTON. SITUATE IN THE COUNTY OF SKAGIT, STATE OF WASHINGTON. PARCEL "B": THAT PORTION OF THE BURLINGTON NORTHERN RAILROAD COMPANY RIGHT OF WAY, CONVEYED BY DEED RECORDED UNDER AUDITOR'S FILE NO. 8702180078, RECORDS OF SKAGIT COUNTY, WASHINGTON, LYING WESTERLY OF AND BETWEEN THE NORTH AND SOUTH LINES EXTENDED, OF THE SOUTH 154 FEET OF THAT PORTION OF GOVERNMENT LOT 5, SECTION 25, TOWNSHIP 33 NORTH, RANGE 4 EAST, W.M., LYING EASTERLY OF THE MOST WESTERLY RIGHT-OF-WAY OF THE NORTHERN PACIFIC RAILWAY COMPANY, EXCEPT THAT PORTION, IF ANY, LYING WITHIN THE BOUNDARIES OF STATE HWY NO. 9. SITUATE IN THE COUNTY OF SKAGIT, STATE OF WASHINGTON. PERMANENT PARCEL NUMBER: 330425-0-007-0001 (P17240) / 330425-0-001-1807 (P17200)

APN # 330425-0-001-1807 (P17200)

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Skagit County Auditor