



201110240049

Skagit County Auditor

10/24/2011 Page 1 of 3 9:28AM

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 #: 6820050209XXXX

**Bank of America**

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

P129133  
Lot 298, Shelter Bay Div. #2

LAND TITLE OF SKAGIT COUNTY

139859-0

Bank of America, N.A.

This Real Estate Subordination Agreement ("Agreement") is executed  
as of 09/23/2011, by Bank of America, N.A. ("Subordinator"), having an address of:

4161 Piedmont Parkway  
Greensboro, NC 27410

in favor of REAL ESTATE MORTGAGE NETWORK ("Junior Lien Holder"), having an address for notice  
purposes of:

70 GRAND AVE STE 109  
RIVER EDGE, NJ 07661

**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 01/26/2007,  
executed by Emily R. Rivas, Miguel Rivas  
by , with a property address of: 298 N ISQUALLY PLACE, LA CONNER, WA 98257

which was recorded on \*10-24-11, in Volume/Book , Page \*\*201110240048, and Document Number \*\*, 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

\*\*\*under Auditor's File No. 201110240047

**Whereas**, Junior Lien Holder has been requested to make a loan, line of credit or other financial accommodation to (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 \$ 208,000.00 (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 Junior Lien Holder and Borrower shall determine; and

**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: Vice President

09/23/2011  
Date

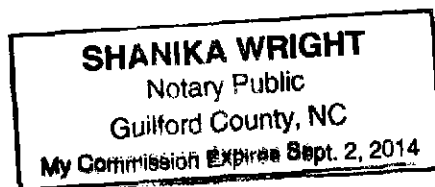


**Individual Acknowledgment:**

State/Commonwealth/District of North Carolina

County/City of Guilford/Greensboro

On this the Twenty-Third day of September, 2011, before me, Shanika Wright, the undersigned Notary Public, personally appeared Kathy Clark, who acknowledged him/herself to be the Vice President of Bank of America, N.A., and that (s)he, as such 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 Vice President. In witness whereof I hereunto set my hand and official seal.



Shanika Wright  
Signature of Person Taking Acknowledgment  
Commission Expiration Date: 09/02/2014



**Schedule "A-1"**

**139859-O**

**DESCRIPTION:**

A leasehold interest in the following described tract:

Lot 298, "REVISED MAP OF SURVEY OF SHELTER BAY DIV. 2, Tribal and Allotted Lands of Swinomish Indian Reservation," as recorded in Volume 43 of Official Records, page 833, records of Skagit County, Washington.

Situate in the County of Skagit, State of Washington.



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