



201201090146

Skagit County Auditor

1/9/2012 Page

1 of

4 11:30AM

Record & Return to:

American Mortgage Settlement Services, Inc
4877 Galaxy Parkway, Suite I
Cleveland, OH 44128

AMSS # 1178903

Prepared by:

Bank of America, N.A.

Document Title: SUBORDINATION AGREEMENT

Grantor: Bank of America, N.A.

Borrowers: Mark Kuo and Shu-Hua Lu, Husband & Wife

Grantee: Citibank, N.A.

Abbreviated Legal Description: Ptn of S ½ of E ½ of Tract 12, Plat of Burlington Acreage Property, Plat Vol. 1, Pg. 49

Full Legal on page: Exhibit "A"

Assessors Parcel Number: 3867-000-012-0705

REFERENCE #: 200609280060 + 201201090145

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 #: 6820014651XXXX

Bank of America



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

AMSS FILE NO.

1178903

Bank of America, N.A.

This Real Estate Subordination Agreement ("Agreement") is executed as of 12/09/2011, by Bank of America, N.A. ("Subordinator"), having an address of: 4161 Piedmont Parkway, Greensboro, NC 27410 in favor of CITIBANK, N.A. ("Junior Lien Holder"), having an address for notice purposes of:

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 08/29/2009, executed by MARK KUO AND SHU-HUA LU, HUSBAND AND WIFE, with a property address of: 19974 GAGES LANE, BURLINGTON, WA 98233

which was recorded on 9/28/2006, in Volume/Book N/A, Page N/A, and Document Number 200609280060, 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

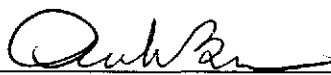


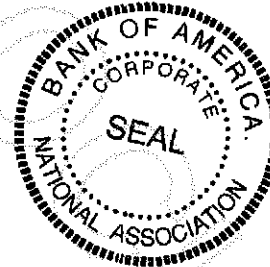
Whereas, Junior Lien Holder has been requested to make a loan, line of credit or other financial accommodation to MARK KUO AND SHU-HUA LU, HUSBAND AND WIFE (jointly and severally, "Borrower"), to be secured by, without limitation, either a deed of trust, deed to secure debt or mortgage (the "Junior Lien"), 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 \$ 146,817.00 (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:  12/09/2011
Date
Its: Deborah Brown
Assistant Vice President

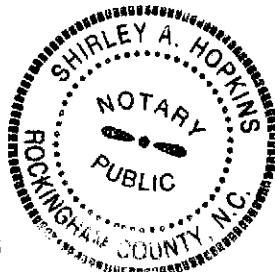


Individual Acknowledgment:

State/Commonwealth/District of North Carolina

County/City of Guilford/Greensboro

On this the Ninth day of December, 2011, before me, Shirley A. Hopkins, the undersigned Notary Public, personally appeared Deborah Brown, 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.




Signature of Person Taking Acknowledgment
Commission Expiration Date: 03/02/2014

93-12-3421NSBW 02-2005



201201090146
Skagit County Auditor

LEGAL DESCRIPTION

EXHIBIT "A"

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE COUNTY OF SKAGIT, STATE OF Washington, AND IS DESCRIBED AS FOLLOWS:

PARCEL A:

THAT PORTION OF THE SOUTH HALF OF THE EAST HALF OF TRACT 12, PLAT OF THE BURLINGTON ACREAGE PROPERTY, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 1 OF PLATS, PAGE 49, RECORDS OF SKAGIT COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF SAID TRACT 12;

THENCE NORTH 00°04'15" WEST ALONG THE EAST LINE OF SAID TRACT 12 A DISTANCE OF 131.10 FEET;

THENCE SOUTH 89°30'16" WEST A DISTANCE OF 230.00 FEET;

THENCE SOUTH 00°04'15" EAST A DISTANCE OF 131.03 FEET TO THE SOUTH LINE OF SAID TRACT 12;

THENCE NORTH 89°31'11" EAST A DISTANCE OF 230.00 FEET TO THE TRUE POINT OF BEGINNING.

(ALSO KNOWN AS LOT 2 OF SKAGIT COUNTY SHORT PLAT NO. 21-74, APPROVED JUNE 18, 1974.)

PARCEL B:

AN EASEMENT FOR INGRESS, EGRESS, AND UTILITIES BEING 60.00 FEET WIDE, LYING 30.00 FEET EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE.

BEGINNING AT THE SOUTHEAST CORNER OF SAID TRACT 12;

THENCE NORTH 00°04'15" WEST ALONG THE EAST LINE OF SAID TRACT 12 A DISTANCE OF 161.10 FEET TO THE TRUE POINT

OF BEGINNING;

THENCE SOUTH 89°30'16" WEST A DISTANCE OF 396.25 FEET TO THE TERMINAL POINT OF THIS EASEMENT.

ALL SITUATED IN SKAGIT COUNTY, WASHINGTON.

Parcel ID: P62338 AND 3867-000-012-0705

Commonly known as 19974 GAGES Lane, Burlington, WA 98233
However, by showing this address no additional coverage is provided



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Skagit County Auditor