



201203290039
Skagit County Auditor

3/29/2012 Page 1 of 2 10:35AM

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 #: 6820013833XXXX

CHICAGO TITLE
620014755

Bank of America



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

Bank of America, N.A.

This Real Estate Subordination Agreement ("Agreement") is executed as of 03/01/2012, by Bank of America, N.A. ("Subordinator"), having an address of:
4161 Piedmont Parkway
Greensboro, NC 27410

in favor of WELLS FARGO BANK, NA ("Junior Lien Holder"), having an address for notice purposes of:
Deed of Trust recorded under Auditor's File No. 201203290038

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 11/16/2005, executed

by ANNETTE M. FRYE AND WAYNE N. FRYE, JR., HUSBAND AND WIFE, with a property address of: 10245 FRUITDALE ROAD, SEDRO WOOLLEY, WA 98284

which was recorded on 12/7/2005, in Volume/Book N/A, Page N/A, and Document Number 200512070104, 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 WAYNE NILES FRYE, JR AND ANNETTE MARIE FRYE, AS CO-TRUSTEES OF THE WAYNE NILES FRYE, JR AND ANNETTE MARIE FRYE REVOCABLE LIVING TRUST, U/A DATED FEBRUARY 8, 2011 (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 \$ 170,015.00 (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: Deborah Brown Date: 03/01/2012
Its: Assistant Vice President

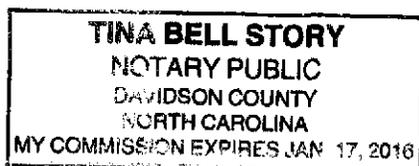


Individual Acknowledgment:

State/Commonwealth/District of North Carolina

County/City of Guilford/Greensboro

On this the First day of March, 2012, before me, Tina Bell Story, 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: 01/17/2016

(for use in ID, OR, WA)

93-12-3421NSBW 02-2005



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Skagit County Auditor