When Recorded Return To: Indecomm Global Services 2925 Country Drive St. Paul, MN 55117

Skagit County Auditor

6/11/2012 Page

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Bank of America

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

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Bank of America, N.A.

This Real Estate Subordination Agreement ("Agreement") is executed as of 05/10/2012, by Bank of America, N.A. ("Subordinator"), having an address of: 4161 Piedmont Parkway

Greensboro, NC 27410

in favor of JP MORGAN CHASE BANK, N.A. ("Junior Lien Holder"),

1111 Polaris Parkway Floor 45, Columbus, OH 43240

201206110082

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 04/26/2007,

by WILLIAM M. PLYMALE AND TRICIA M. PLYMALE, with a property address of: 27279 BURMASTER RD, SEDRO WOOLLEY, WA 98284

which was recorded on 5/18/2007, in Volume/Book N/A, Page N/A, and Document Number , in Volume/Book N/A, Page N/A, Document Number 200705180112, and if applicable, modified on 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 WILLIAM M. PLYMALE AND TRICIA M. PLYMALE (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 \$ 281,064.27 (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, any interest or late charges which may accrue thereon, 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:

05/10/2012

Its: Assistant Vice President

Individual Acknowledgment:

Deborah Brown

State/Commonwealth/District of North Carolina

County/City of Guilford/Greensboro

On this the Tenth day of May, 2012, 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

cpiration pate: 00/02/2011

(for use in ID, OR, WA)

93-12-3421NSBW 02-2005



<u>Exhibit A</u>

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

PARCEL A:

THE EAST HALF OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 15, TOWNSHIP 35 NORTH, RANGE 5 EAST, W.M., SKAGIT COUNTY, WASHINGTON.

EXCEPTING THEREFROM THE WEST 250 FEET THEREOF,

AND ALSO EXCEPT BURMASTER COUNTY ROAD ALONG THE SOUTH LINE THEREOF.

SITUATED IN SKAGIT COUNTY, WASHINGTON.

PARCEL B:

THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 15, TOWNSHIP 35 NORTH, RANGE 5 EAST, W.M.,

EXCEPT THE EAST 3/4 OF THE EAST HALF THEREOF,

ALSO EXCEPT BURMASTER ROAD RUNNING ALONG THE SOUTH LINE THEREOF,

AND ALSO EXCEPT THE FOLLOWING DESCRIBED TRACT, TO WIT:

BEGINNING AT THE SOUTHWEST CORNER OF THE EAST 3/4 OF THE EAST HALF OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION;

THENCE WEST ON THE SOUTH LINE OF SAID SECTION, 20 FEET;

THENCE NORTH PARALLEL WITH THE NORTH AND SOUTH CENTER LINE OF SAID SECTION TO THE NORTH LINE OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER;

THENCE EAST 20 FEET;

THENCE SOUTH TO THE POINT OF BEGINNING.

SITUATED IN SKAGIT COUNTY, WASHINGTON.

Parcel ID: P39158, 350515-3-008-0003, P39153 AND 350515-3-004

Commonly known as 27279 BURMASTER RD, Sedro Woolley, WA 98284 However, by showing this address no additional coverage is provided

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