

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



201207170050
Skagit County Auditor

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Please print or type information **WASHINGTON STATE RECORDER'S Cover Sheet** (RCW 65.04) **ORDER# 45339307**

Document Title(s) (or transactions contained therein): (all areas applicable to your document must be filled in)

1. SUBORDINATION AGREEMENT

2. _____

3. _____

Reference Number(s) of Documents assigned or released

Additional reference #'s on page _____ of document ~~000006010083~~

201207170049

200906010083

Grantor(s) (Last name, first name, initials)

BANK OF AMERICA

Additional names on page _____ of document.

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

1. ALLY BANK

2. James Nielsen and Sharon Nielsen.

TRUSTEE:

Additional names on page _____ of document.

Legal description (abbreviated: i.e. lot, block, plat or **LOTS 16 17 AND 18 BLOCK 5 DAVIS FIRST ADDITION TO THE CITY OF ANACORTES**

Additional legal is on page _____ of document.

Assessor's Property Tax Parcel/Account Number

☐ Assessor Tax # not yet assigned

P57145

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 signing below and paying an additional \$50.00 recording fee (as provided in RCW 36.18.010 and referred to as an emergency nonstandard document), because this document does not meet margin and formatting requirements. Furthermore, I hereby understand that the recording process may cover up or otherwise obscure some part of the text of the original document as a result of this request"

Signature of Requesting Party

This instrument was prepared by:
Bank of America Subordination Unit
4161 Piedmont Parkway
Greensboro, NC 27410

7338774

~~After recording return to:~~
Bank of America Collateral Tracking
4161 Piedmont Parkway
Greensboro, NC 27410
Account #: 6820050591XXXX

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 04/24/2012, by Bank of America, N.A. ("Subordinator"), having an address of:
4161 Piedmont Parkway
Greensboro, NC 27410
in favor of ALLY BANK ("Junior Lien Holder"),

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 05/01/2009,
executed

by JAMES NIELSEN AND SHARON NIELSEN, with a property address of: 2006 12TH ST,
ANACORTES, WA 98221

200906010083 201207170049
which was recorded on 6/1/2009, in Volume/Book N/A, Page N/A, and Document Number
000000010083, 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 JAMES NIELSEN AND SHARON NIELSEN (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 \$ 98,000.00 (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, 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.

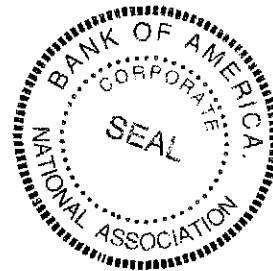
Bank of America, N.A.

By: Jean English

Its: Assistant Vice President

04/24/2012

Date



Individual Acknowledgment:

State/Commonwealth/District of North Carolina

County/City of Guilford/Greensboro

On this the Twenty-Fourth day of April, 2012, before me, Shanika Wright, the undersigned Notary Public, personally appeared Jean English, 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.

SHANIKA WRIGHT

Notary Public

Guilford County, NC

My Commission Expires Sept. 2, 2014

Shanika Wright
Signature of Person Taking Acknowledgment

Commission Expiration Date: 09/02/2014

Shanika Wright

(for use in ID, OR, WA)

93-12-3421NSBW 02-2005



201207170050



Skagit County Auditor


EXHIBIT A

LOT 16, 17 AND 18, BLOCK 5, "DAVIS' FIRST ADDITION TO THE CITY OF ANACORTES, SKAGIT COUNTY, WASHINGTON", AS PER PLAT RECORDED IN VOLUME 3 OF PLATS, PAGE 49, RECORDS OF SKAGIT COUNTY, WASHINGTON. SITUATE IN THE CITY OF ANACORTES, COUNTY OF SKAGIT, STATE OF WASHINGTON. ABBRV LEGAL LOTS 16-18 BLK 5 DAVIS' 1ST ADD TO ANACORTES VOL 3 PG 49

APN: P57145

PROPERTY ADDRESS: 2006 12TH STREET, ANACORTES, WA 98221

 NIELSEN
45339307 WA
FIRST AMERICAN ELS
SUBORDINATION AGREEMENT



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