



201210090106

Skagit County Auditor

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SUBORDINATION AGREEMENT

PREPARED BY: BANK OF AMERICA, NA

FL9-700-04-75/Collateral Receipt
9000 Southside Blvd.
Jacksonville, FL 32256
LOAN #: 68200505876699
ESCROW/CLOSING #: 243570917

CHICAGO TITLE

Reference # 201210090105

620016759

NOTICE: THIS SUBORDINATION AGREEMENT MAY RESULT IN YOUR SECURITY INTEREST IN THE PROPERTY BECOMING SUBJECT TO AND OF LOWER PRIORITY THAN THE LIEN OF SOME OTHER OR LATER SECURITY INSTRUMENT.

SUBORDINATION AGREEMENT

This Subordination Agreement ("Agreement") is made this Twenty-seventh day of September, 2012, by **Bank of America, N.A. ("Subordinating Lender")**, a corporation whose address is **101 South Tryon Street, Charlotte, NC 28255**.

WITNESSETH:

WHEREAS, Subordinator is the beneficiary/mortgagee of that certain Deed of Trust ("Security Document") pursuant to that certain Security Document dated 02/25/2009 to PRLAP INC, as "Trustee," covering: (the "Senior Lien"), and executed by BEVERLY J PETTYGROVE and NICKOLOS T PETTYGROVE (together, the "Owner") and encumbering that certain real property located at 22765 HULL RD, MOUNT VERNON, WA 98274 (address) which is legally described on Exhibit "A" attached hereto and incorporated herein (the "Property"), which Security Document was recorded on 03/04/2009 in Official Records Book N/A, Page N/A, as Instrument No. 200903040021, of the Official Records of SKAGIT County, Washington, as the same may have been or is to be modified prior hereto or contemporaneously herewith.

WHEREAS, Bank of America, N.A. ("Junior Lien Holder") has been requested to make a loan, line of credit or other financial accommodation to Owner, to be secured by either a deed of trust, deed to secure debt or mortgage (collectively, the "Junior Lien"), covering without limitation, the Property and securing the indebtedness described therein including the payment of a promissory note or line of credit (together, the "Note") made by Owner and/or others payable to the order of Junior Lien Holder, in the maximum principal face amount not to exceed \$65000.00 ("Principal Amount"), including provisions for acceleration and payment of collection costs (collectively, the "Loan"); and

WHEREAS, Junior Lien Holder requires, as a condition to making the Loan, that the Junior Lien be superior to the Senior Lien;

WHEREAS, it is to the mutual benefit of the Subordinator, Owner and Junior Lien Holder that Junior Lien Holder make the Loan to Owner; and Subordinator is willing to permit the Junior Lien, when recorded, to constitute a lien upon the Property that is unconditionally prior and superior to the Senior Lien.

NOW THEREFORE, for valuable consideration and to induce Junior Lien Holder to make the Loan to Owner, Subordinator hereby subordinates the Senior Lien to the Junior Lien and any renewals or extensions thereof, and declares, agrees and acknowledges that:

- (1) The Junior Lien and any renewals or extensions thereof, shall unconditionally be and remain at all times a lien or charge on the property, prior and superior to the Superior Lien.
- (2) That Junior Lien Holder would not make the Loan without this subordination agreement.
- (3) This Agreement is limited to the Principal Amount, plus interest and any additional amounts advanced pursuant to the provision of the Note or Junior Lien for payment of insurance premiums, taxes, cost of collection or protection of the value of the Property or Junior Lien Holder's rights in the Property. This Agreement shall inure to the benefit of Junior Lien Holder and be binding upon Subordinator, its successors and assigns and shall be binding upon any purchaser (at foreclosure or otherwise) of the Property, or any part thereof, and their respective heirs, personal representatives, successors and assigns.
- (4) This agreement shall be the whole and only agreement with regard to the subordination of the Senior Lien to the Junior Lien and shall supersede and cancel, but only insofar as would affect the priority between the security instruments described herein, any prior agreements as to such subordination including, but not limited to, those provisions, if any, contained in the Senior Lien, which provide for the subordination of the Senior Lien to another security instrument, deed of trust or mortgage.
- (5) It consents to and approves (i) all provisions of the Note and Junior Lien securing the loan, and (ii) all agreements, including but not limited to any loan or escrow agreements (collectively, the "Loan Agreements"), between Owner and Junior Lien Holder for the disbursement of the proceeds of the New Loan;
- (6) Junior Lien Holder making disbursements pursuant to any such agreement is under no obligation or duty to, nor has Junior Lien Holder represented that it will, see to the application of such proceeds by the person(s) to whom Junior Lien Holder disburses such proceeds and any application or use of such proceeds other than those provided for in such Loan Agreement(s) shall not defeat the subordination herein made in whole or in part.

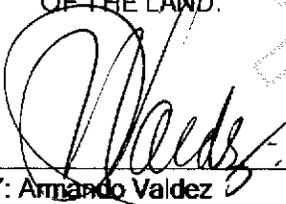


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(7) It intentionally and unconditionally waives, relinquishes and subordinates the Senior Lien in favor of the Junior Lien and understands that in reliance upon, and in consideration of, this waiver, relinquish and subordinate specific loans and advances are being and will be made and, specific monetary and other obligations are being and will be entered into which would not be made or entered into but for said reliance upon this waiver, relinquishment and subordination.

NOTICE: THIS SUBORDINATION AGREEMENT CONTAINS A PROVISION WHICH ALLOWS THE OWNER OBLIGATED ON YOUR REAL PROPERTY SECURITY TO OBTAIN A LOAN A PORTION OF WHICH MAY BE EXPENDED FOR OTHER PURPOSES THAN IMPROVEMENT OF THE LAND.



BY: Armando Valdez

TITLE: Vice President



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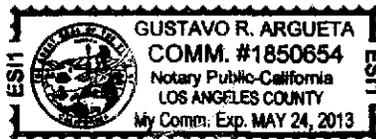
ALL PURPOSE ACKNOWLEDGMENT

STATE OF CALIFORNIA}
COUNTY OF ORANGE}

On 10/03/2012 before me, Gustavo R. Argueta, a Notary Public, personally appeared **Armando Valdez**, of Bank of America, N.A., who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature *Gustavo R. Argueta*

(NOTARY SEAL)

My commission expires the 24th day of May, 2013

ATTENTION NOTARY:

Although the information requested below is **OPTIONAL**, it could prevent fraudulent attachment of this certificate to another document.

THIS CERTIFICATE **MUST BE ATTACHED TO** Title of Document Type _____
THE DOCUMENT DESCRIBED AT RIGHT Number of Pages _____ Date of Document _____
Signer(s) Other Than Named Above _____



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EXHIBIT "A"

Order No.: 620016759

For APN/Parcel ID(s): P17293/330425-0-057-0026

That portion of Government Lot 5, Section 25, Township 33 North, Range 4 East, W.M., described as follows:

Beginning at a point 1,402.64 feet South and 1,481.52 feet East of the center of said Section 25, the East and West centerline of said Section 25 bears East and West and the above point is 30 feet Easterly of the Northern Pacific Railway Company Easterly right of way measured at right angles thereto;
Thence Southwesterly at right angles to the Northern Pacific Railway Company Easterly right-of-way line 30.0 feet to said railway right-of-way line;
Thence Southeasterly following the said Northern Pacific Railway Company Easterly right-of-way line to its intersection with the shore of Lake McMurray as said shore line existed on the 24th day of February 1955;
Thence Northeasterly following the shore of Lake McMurray to a point due East of the point of beginning;
Thence West 45 feet, more or less, to the point of beginning.

Situated in Skagit County, Washington.



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