

POOR ORIGINAL



201303220102

Skagit County Auditor

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Return Address:

LSI -- North Recording Division
5039 Dudley Blvd
McClellan, CA 95652

ELS# 15815228

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

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

Subordination Agreement

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

1. Bank of America NA
101 South Tryon Street, Charlotte, NC 28255
2. DARCY J BABBIT & MARC J MARTIN (TOGETHER THE "OWNER")

Additional names on page ____ of document.

Reference Number(s) of Documents assigned or released:

200702220062

201303220101

Additional reference #'s on page ____ of document

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

1. Bank of America NA
101 South Tryon Street, Charlotte, NC 28255

Legal description (abbreviated: i.e. lot, block, plat or section, township, range)

LOT 1 ENTNER'S TRACTS SUBDIV NO 1, V 8 OF PLATS PGES 73&74, A PORTION OF
GOV. LOT 2, S 17 T 34N, R 2E, W.M. SKAGIT COUNTY

Additional legal is on **Exhibit A** of document.

Assessor's Property Tax Parcel/Account Number ☐ Assessor Tax # not yet assigned

34021700260009

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.

SUBORDINATION AGREEMENT

PREPARED BY: BANK OF AMERICA, NA

FL9-700-04-75/Collateral Receipt
9000 Southside Blvd.
Jacksonville, FL 32256
LOAN #: 68200501905599
ESCROW/CLOSING #: 245675798

15815228

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 Seventh day of March, 2013, 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 12/28/2006 to Priap, Inc, as "Trustee," covering: (the "Senior Lien"), and executed by DARCY J BABBITT and Marc J Martin (together, the "Owner") and encumbering that certain real property located at 14343 JURA WAY, ANACORTES, WA 98221 (address) which is legally described on Exhibit "A" attached hereto and incorporated herein (the "Property"), which Security Document was recorded on 02/22/2007 in Official Records Book NA, Page NA, as Instrument No. 200702220062, of the Official Records of Skagit County, Washington, as the same may have been or is to be modified prior hereto or contemporaneously herewith.



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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 \$388203.00 ("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 Senior 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.

Marcel Archer
BY: Marcel Archer

TITLE: Assistant Vice President



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ALL PURPOSE ACKNOWLEDGMENT

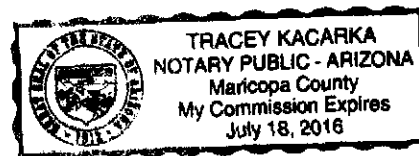
STATE OF Arizona }
COUNTY OF MARICOPA }

On 3/8/13 (date) before me, Tracey Kacarka (notary public) personally appeared Marcel Archer (name), of BANK OF AMERICA, N.A personally known to me (or 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.

WITNESS my hand and official seal.

Signature

Tracey Kacarka
Tracey Kacarka



(NOTARY SEAL)

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
THE DOCUMENT DESCRIBED AT RIGHT

Title of Document Type _____
Number of Pages _____ Date of Document _____
Signer(s) Other Than Named Above _____



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Order No.: **15815228**
Loan No.: **245675798**

Exhibit A

The following described property:

Parcel "A"

Lot 1, "Entner's Tracts Subdivision No. 1", as per plat record in Volume 8 of Plats, Pages 73 and 74, records of Skagit County, Washington.
Situate in the County of Skagit, State of Washington.

Parcel "B"

A portion of Government Lot 2, Section 17, Township 34 North, Range 2 East, W.M., being more particularly described as follows:
Beginning at the Northwest corner of Lot 1, "Entner's Tracts Subdivision No. 1", as per plat record in Volume 8 of Plats, Pages 73 and 74, records of Skagit County, Washington;
thence North 66 degrees 37' 48" West a distance of 248.61 feet;
thence North 70 degrees 04' 00" West a distance of 64.47 feet to the Westerly line of said Government Lot 2;
thence South 1 degrees 06' West along said Westerly Government Lot line a distance of 115.62 feet to the Northerly line of the County Road;
thence South 68 degrees 09' 30" East along said Northerly road line a distance of 186.71 feet;
thence South 2 degrees 20' 30" West along said County road line a distance of 40.77 feet;
thence South 87 degrees 39' 30" East along the South line of said Lot 1 extended Westerly, a distance of 115.00 feet to the Southwest corner of said Lot 1;
thence North 2 degrees 20' 30" East a distance of 110.00 feet to the point of beginning.
Situate in the County of Skagit, State of Washington.

Assessor's Parcel No: 34021700260009



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