



Skagit County Auditor
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\$76.00
5 12:39PM

Return Address:

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

ELS# 16016099-TT

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. Skagit County
2. Bruemmer, John R

Additional names on page ___ of document.

Reference Number(s) of Documents assigned or released:

200409230101

201305160092

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)

That portion of the SE ¼ of Govt Lot 2, Section 31, Twp 35 N, Range 2 E, Skagit County

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

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

35023100110007

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.

**Recording Requested By &
When Recorded Mail To:**

LSI Title Company
5039 Dudley Blvd.
McClellan, CA 95652

Title Order No. 16016099

SUBORDINATION AGREEMENT

APN: 35023100110007

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

THIS AGREEMENT, made March 12, 2013, by **JOHN R. BRUEMMER**, Owners of the land hereinafter described and hereinafter referred to as "Owners", and **SKAGIT COUNTY, a political subdivision of the State of Washington**, present Owner and holder of the deed of trust and note first hereinafter described and hereinafter referred to as "Beneficiary";

WITNESSETH

THAT WHEREAS, **JOHN R. BRUEMMER** did execute a deed of trust, dated **9/22/2004**, to **Land Title Company**, as Trustee, covering real property at 11451 O Ave, Anacortes, WA 98221, County of **Skagit**, State of **Washington**, described as follows:

SEE COMPLETE LEGAL DESCRIPTION ATTACHED AS EXHIBIT "A"

to secure a note in the original sum of **\$13,153.00** dated **9/22/2004**, in favor of **SKAGIT COUNTY, a political subdivision of the State of Washington**, which the original deed of trust was recorded on **9/23/2004**, as **Instrument # 200409230101**, Official Records of said county; and

WHEREAS, Owners have executed, or are about to execute, a deed of trust and note in the **sum not to exceed \$127,209.00**, dated April 2, 2013, in favor of **BANK OF AMERICA, N.A., its affiliates and subsidiaries, successors and/or assigns** hereinafter referred to as "Lender", payable with interest and upon the terms and conditions described therein, which deed of trust is to be recorded concurrently herewith; and

WHEREAS, it is a condition precedent to obtaining said loan that said deed of trust last above mentioned shall unconditionally be and remain at all times a lien or charge upon the land hereinbefore described, prior and superior to the lien or charge of the deed of trust first above mentioned; and



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WHEREAS, lender is willing to make said loan provided the deed of trust securing the same is a lien or charge upon the above described property prior and superior to the lien or charge of the deed of trust first above mentioned and provided that Beneficiary will specifically and unconditionally subordinate the lien or charge of the deed of trust first above mentioned to the lien or charge of the deed of trust in favor of Lender; and

WHEREAS, it is to the mutual benefit of the parties hereto that Lender make such loan to Owners: and Beneficiary is willing that the deed of trust securing the same shall, when recorded, constitute a lien or charge upon said land which is unconditionally prior and superior to the lien or charge of the deed of trust first above mentioned.

NOW, THEREFORE, in consideration of the mutual benefits accruing to the parties hereto and other valuable consideration, the receipt and sufficiency of which consideration is hereby acknowledged, and in order to induce Lender to make the loan above referred to, it is hereby declared, understood and agreed as follows:

That said deed of trust securing said note in favor of Lender, and any renewals or extensions thereof, shall unconditionally be and remain at all times a lien or charge on the property therein described, prior and superior to the lien or charge of the deed of trust above mentioned.

That Lender would not make its loan above described without this subordination agreement.

That this agreement shall be the whole and only agreement with regard to the subordination of the lien or charge of the deed of trust first above mentioned to the lien or charge of the deed of trust in favor of lender above referred to and shall supersede and cancel, but only insofar as would affect the priority between the deeds of trust hereinbefore specifically described, any prior agreement as to such subordination including, but not limited, those provisions, if any, contained in the deed of trust first above mentioned, which provide for the subordination of the lien or charge thereof to another deed or deeds of trust or to another mortgage or mortgages.

Beneficiary declares, agrees and acknowledges that

He consents to and approves (i) all provisions of the note and deed of trust in favor of Lender above referred to, and (ii) all agreements, including but not limited to any loan or escrow agreements, between Owners and Lender for the disbursement of the proceeds of Lender's loan;

Lender, in making disbursements pursuant to any such agreement, is under no obligation or duty to, nor has Lender represented that it will, see to the application of such proceeds by the person or persons to who Lender disburses such proceeds and any application or use of such proceeds for purposes other than those provided for in such agreement or agreements shall not defeat the subordination herein made in whole or in part;

He intentionally and unconditionally waives, relinquishes and subordinates the lien or charge of the deed of trust first above mentioned in favor of the lien or charge upon said land of the deed of trust in favor of Lender above referred to and understands that in reliance upon, and in consideration of, this waiver, relinquishment and subordination, specific loans and advances are being and will be made and, as part and parcel thereof, 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; and

An endorsement has been placed upon the note secured by the deed of trust first above mentioned that said deed of trust has by this instrument been subordinated to the lien or charge of the deed of trust in favor of Lender above referred to.



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NOTICE: THIS SUBORDINATION AGREEMENT CONTAINS A PROVISION WHICH ALLOWS THE PERSON 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.

IT IS RECOMMENDED THAT PRIOR TO THE EXECUTION OF THIS SUBORDINATION AGREEMENT, THE PARTIES CONSULT WITH THEIR ATTORNEYS WITH RESPECT THERETO.

SKAGIT COUNTY, a political subdivision of the State of Washington

By: [Signature]
Beneficiary

Clyde Williams
Printed Name Beneficiary

Title: Financial Adm. Water Quality Loans
Beneficiary

(ALL SIGNATURES MUST BE ACKNOWLEDGED)

STATE OF Washington
COUNTY OF Skagit

On Mar. 18, 2013 before me, Alana Pizzuto personally appeared Clyde Williams who is a/the Financial Adm. WQ Loans of SKAGIT COUNTY, a political subdivision of the State of Washington, 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 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 Washington that the foregoing paragraph is true and correct

Witness my hand and official seal,

Signature Alana Pizzuto
My Commission Expires: 4-10-16



Exhibit "A"

The following described property:

That portion of the Southeast 1/4 of Government Lot 2, Section 31, Township 35 North, Range 2 East, W.M., described as follows:

Beginning at the Northwest corner of said subdivision;

thence South 0 degrees 11' West 20.00 feet;

thence North 89 degrees 57' 37" East 16.50 feet to the intersection of South line of Allen Spradley Road and the East line of the County road named Avenue "O", said point being the true point of beginning;

thence Easterly along said Allen Spradley Road a distance of 201.33 feet;

thence South 0 degrees 30' 30" West to a point 66.0 feet North of the South line of said subdivision;

thence North 89 degrees 56' West parallel to and 66 feet North of the South line of said subdivision the East line of said "O" Avenue;

thence North along the East line of "O" Avenue to the true point of beginning;

Except the North 185 feet thereof.

Situate in the County of Skagit, State of Washington.

Assessor's Parcel No: 35023100110007

Property Address: 11451 O Ave, Anacortes, WA 98221



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