

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



201308010093

Skagit County Auditor

\$77.00

8/1/2013 Page

1 of

8 12:54PM

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)

1. SUBORDINATION AGREEMENT
3. _____ 4. _____

Reference Number(s) of Documents assigned or released:

Additional reference #'s on page _____ of document

200710230090
201308010092

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

1. BANK OF AMERICA
2. Anna Burns

Additional names on page _____ of document.

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

1. BANK OF AMERICA
2. _____

Additional names on page _____ of document.

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

UNIT 106, 1800 SKYLINE CONDO, AUDITORS FILE # 8906290007 VL 14 R. 76-77

Additional legal is on page 5 of document.

Assessor's Property Tax Parcel/Account Number

assigned

P82570

Assessor Tax # not yet

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 requesting an emergency nonstandard recording for an additional fee as provided in RCW 36.18.010. I understand that the recording processing requirements may cover up or otherwise obscure some part of the text of the original document.

Signature of Requesting Party

SUBORDINATION AGREEMENT

PREPARED BY: BANK OF AMERICA, NA

FL9-700-04-75/Collateral Receipt
9000 Southside Blvd.
Jacksonville, FL 32256
LOAN #: 68200504082999
ESCROW/CLOSING #: 247359194

7916717

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 Third day of July, 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 09/28/2007 to PRLAP, INC., as "Trustee," covering: (the "Senior Lien"), and executed by ANNA A BURNS and (together, the "Owner") and encumbering that certain real property located at 1800 SKYLINE WAY #106, ANACORTES, WA 98221 (address) which is legally described on Exhibit "A" attached hereto and incorporated herein (the "Property"), which Security Document was recorded on 10/23/2007 in Official Records Book NA, Page Na, as Instrument No. 200710230090, 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 \$168890.00 ("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.

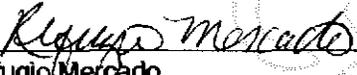
NOW THEREFORE, for valuable consideration and to induce Junior Lien Holder to make the Loan to Owner, Subordinator hereby subordinates the Senior Lien to the Junior Lien and any renewals or extensions thereof, and declares, agrees and acknowledges that:

- (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.



(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: Refugio Mercado

TITLE: Vice President



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UNNOTARIZED

ALL PURPOSE ACKNOWLEDGMENT

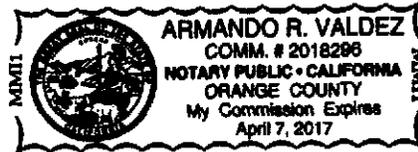
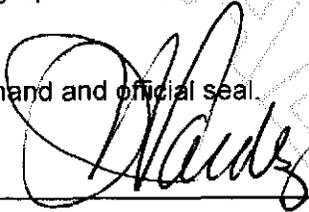
STATE OF CALIFORNIA}
COUNTY OF ORANGE}

On 7/10/2013 before me, Armando R. Valdez, a Notary Public, personally appeared **Refugio Mercado**, 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/het/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 _____



(NOTARY SEAL)

My commission expires the 7th day of April, 2017

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 Subordination agreement
Number of Pages 4 Date of Document 8/7/2013
Signer(s) Other Than Named Above ATG



EXHIBIT 'A'

File No.: **7916717n (MR)**
Property: **1800 SKYLINE WAY 106, ANACORTES, WA 98221**

THE FOLLOWING APARTMENT OF THE NAMED CONDOMINIUM, INTENDED ONLY FOR THE STATED USE, ACCORDING TO SURVEY MAP AND SET OF PLANS RECORDED AS NOTED (SAID SURVEY MAP SETTING FORTH AND DELINEATING A DESCRIPTION OF THE LAND AS PROVIDED IN RCW 64.32.090 (1) AND ACCORDING TO CONDOMINIUM DECLARATION RECORDED AS NOTED, TOGETHER WITH THE STATED PERCENTAGE OF UNDIVIDED INTEREST IN THE COMMON AREAS AND FACILITIES APPERTAINING TO SAID APARTMENT, AND TOGETHER WITH THE USE OF THOSE LIMITED COMMON AREAS AND FACILITIES, IF ANY, APPERTAINING TO SAID APARTMENT, INCLUDING BUT NOT NECESSARILY LIMITED TO, THE EXCLUSIVE USE OF SPECIFIED LIMITED COMMON AREAS (LCA) STATED BELOW, IF ANY, THE GENERAL LOCATIONS OF WHICH ARE SHOWN IN THE SURVEY MAP AND PLANS, BUT THE EXACT DIMENSIONS OF WHICH MAY NOT BE DEFINED.

**CONDOMINIUM: 1800 SKYLINE (REPLAT)
USE: SINGLE FAMILY RESIDENTIAL PURPOSES
VOLUME: 14
PAGES: 76-77
AUDITOR'S FILE NO.: 8201050025
DECLARATION RECORDED: JANUARY 5, 1982
AUDITOR'S FILE NO.: 8201050026, RECORDS OF SKAGIT COUNTY, WASHINGTON
AMENDMENTS THERETO RECORDED: MARCH 11, 1983, NOVEMBER 4, 1988, NOVEMBER 15, 2001, DECEMBER 9, 2002 AND FEBRUARY 20, 2004
AUDITOR'S FILE NO.: 8303110004, 8811040050, 200111150073, 200212090141 AND 200402200073 (RECORDS OF SKAGIT COUNTY, WASHINGTON)
APARTMENT NO.: 106
LCA PARKING SPACE: 106
LCA STORAGE SPACE: 106
PERCENTAGE: 5.2%**

FOR INFORMATION ONLY:

UNIT 106, "1800 SKYLINE, A CONDOMINIUM", AUDITOR'S FILE NO. 8906290007, VOL 14, PG 76-77.

A.P.N. P82570

 **BURNS**
47304394 **WA**
FIRST AMERICAN ELS
SUBORDINATION AGREEMENT



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