

WHEN RECORDED, RETURN TO:
FIRST AMERICAN TITLE INSURANCE CO.
1100 SUPERIOR AVENUE, SUITE 200
CLEVELAND, OHIO 44114
NATIONAL RECORDING



Skagit County Auditor
3/3/2014 Page

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\$77.00
6 12:14PM

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
2. _____
3. _____ 4. _____

Reference Number(s) of Documents assigned or released:

Additional reference #'s on page _____ of document 200709130110
201403030069

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

1. BANK OF AMERICA, N.A.
2. STICE ROBERT T
3. STICE INA K

Additional names on page _____ of document
INSTR. # 200709130110 9/13/2007

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

1. BANK OF AMERICA, N.A.
2. _____

Additional names on page _____ of document.

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

PTN TRACT 5 MCKENNA AND ELLIOTT'S 2nd Add
V. 3 Pg 19

Additional legal is on page _____ of document.

Assessor's Property Tax Parcel/Account Number assigned

4071-005-000-0005

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

This document was prepared by:
Candis Yamamoto
BANK OF AMERICA, N.A.
275 Valencia Avenue
Brea, CA 92823

LOAN #: 68200503823799
ESCROW/CLOSING #: 249138259

8205288

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 February, 2014, 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 08/25/2007 to LS Title of Washington, as "Trustee," covering: (the "Senior Lien"), and executed by ROGER T STICE and INA K STICE (together, the "Owner") and encumbering that certain real property located at 12864 JOSH WILSON RD, MOUNT VERNON, WA 98273 (address) which is legally described on Exhibit "A" attached hereto and incorporated herein (the "Property"), which Security Document was recorded on 09/13/2007 in Official Records Book N/A, Page N/A, as Instrument No. 200709130110, 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 \$125250.00 ("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.

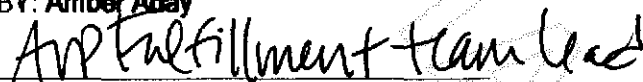


(7) It intentionally and unconditionally waives, relinquishes and subordinates the Senior Lien in favor of the Junior Lien and understands that in reliance upon, and in consideration of, this waiver, relinquish and subordinate specific loans and advances are being and will be made and, specific monetary 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: **Amber Aday**



TITLE: **Assistant Vice President**



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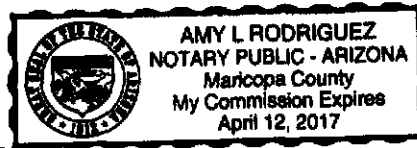
ALL PURPOSE ACKNOWLEDGMENT

STATE OF Arizona }
COUNTY OF Maricopa }

On 2/5/14 (date) before me, Amy L. Rodriguez (notary public) personally appeared **Amber Aday** (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 *Amy Rodriguez*



(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 Subordination
Number of Pages 3 Date of Document 2/3/14
Signer(s) Other Than Named Above NA



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Exhibit "A"

Real property in the City of **MOUNT VERNON**, County of **SKAGIT**, State of **Washington**, described as follows:


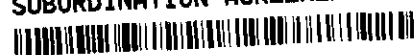
THAT PORTION OF TRACT NO. 5, "MCKENNA AND ELLIOTT'S SECOND ADDITION TO THE TOWN OF BAYVIEW", AS PER PLAT RECORDED IN VOLUME 3 OF PLATS, PAGE 19, RECORDS OF SKAGIT COUNTY, WASHINGTON, TOGETHER WITH PORTIONS OF VACATED ELLIOTT STREET VACATED BY ORDER OF THE BOARD OF SKAGIT COUNTY COMMISSIONERS AS RECORDED IN VOLUME 10 OF COMMISSIONER'S RECORDS, PAGE 89, DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF SAID TRACT; THENCE SOUTH 0 DEGREES 16' 40" EAST ALONG THE EAST LINE OF THE NORTHEAST 1/4 OF SECTION 31, TOWNSHIP 35 NORTH, RANGE 3 EAST, W.M., 30.0 FEET; THENCE NORTH 89 DEGREES 47' 08" WEST ALONG THE CENTER LINE OF VACATED ELLIOTT STREET 385.73 FEET TO THE TRUE POINT OF BEGINNING; THENCE CONTINUE NORTH 89 DEGREES 47' 08" WEST ALONG THE CENTERLINE OF VACATED ELLIOTT STREET 490.12 FEET; THENCE NORTH 21 DEGREES 01' 40" WEST 30.0 FEET TO THE SOUTH LINE OF A TRACT OF LAND DEEDED TO F.H. MUNNS BY DEED RECORDED JUNE 13, 1890 IN VOLUME 12 OF DEEDS, PAGE 315, RECORDS OF SKAGIT COUNTY, WASHINGTON; THENCE NORTH 68 DEGREES 58' 20" EAST ALONG THE SOUTH LINE OF SAID "MUNNS TRACT" 162.85 FEET; THENCE NORTH 22 DEGREES 47' 47" WEST ALONG THE EAST LINE OF SAID "MUNNS TRACT" 240.00 FEET TO THE SOUTHEASTERLY LINE OF "D" STREET; THENCE NORTH 68 DEGREES 58' 20" EAST ALONG THE SOUTHEASTERLY LINE OF "D" STREET 307.01 FEET; THENCE SOUTH 20 DEGREES 18' 20" EAST 447.50 FEET TO THE TRUE POINT OF BEGINNING.

**FOR INFORMATION ONLY:
PTN TRACT 5 MCKENNA AND ELLIOTT'S 2ND ADD VOL 3 PG 19**

Commonly known as: 12864 JOSH WILSON RD, MOUNT VERNON, WA 98273

APN #: 4071-005-000-0005

 STICE
48259158 WA
FIRST AMERICAN ELS
SUBORDINATION AGREEMENT



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