



Skagit County Auditor
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CLEVELAND OH 44114

Please print or type information **WASHINGTON STATE RECORDER'S Cover Sheet** (RCW 65.04) **ORDER#48472522**

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

1. SUBORDINATION AGREEMENT

Reference Number(s) of Documents assigned or released

Additional reference #'s on page ____ of document # **200504270041 + 201404210093**

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

1. BANK OF AMERICA N.A.
2. Schmidt, Florian F. and Noreen E.

Additional names on page ____ of document.

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

1. BANK OF AMERICA N.A.
2.

TRUSTEE:

Additional names on page ____ of document.

Legal description (abbreviated: i.e. lot, block, plat: **LOTS 11-13 INCLUSIVE BLOCK 32 BEALS MAPLE-GROVE ADDITION VOL 2 OF PLATS PAGE 19**

Additional legal is on page ____ of document.

APN#P56762

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 signing below and paying an additional \$50.00 recording fee (as provided in RCW 36.18.010 and referred to as an emergency nonstandard document), because this document does not meet margin and formatting requirements. Furthermore, I hereby understand that the recording process may cover up or otherwise obscure some part of the text of the original document as a result of this request"

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:
Darla Houser
BANK OF AMERICA, N.A.
6400 Legacy Drive
Plano, TX 75024

LOAN #: 68200126918799
ESCROW/CLOSING #: 249430925

8859113

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 April, 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 03/16/2005 to PRLAP, INC., as "Trustee," covering: (the "Senior Lien"), and executed by FLORIAN F. SCHMIDT and NOREEN E. SCHMIDT (together, the "Owner") and encumbering that certain real property located at 420 38TH STREET, ANACORTES, WA 98221 (address) which is legally described on Exhibit "A" attached hereto and incorporated herein (the "Property"), which Security Document was recorded on 04/27/2005 in Official Records Book NA, Page NA, as Instrument No. 200504270041, 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 \$206500.00 ("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: Darla Houser

TITLE: Assistant Vice President



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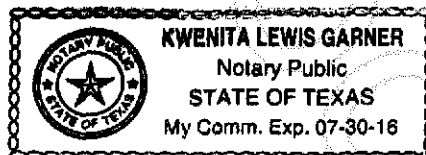
TEXAS CORPORATE ACKNOWLEDGMENT

STATE OF TEXAS
COUNTY OF COLLIN

This Instrument was acknowledged before me on 04/07/2014 by Darla Houser, of BANK OF AMERICA, N.A. (Name of Corporation Acknowledging) a North Carolina (State of Incorporation) corporation, on behalf of said corporation.

Kwenita Lewis Garner
Notary Public

Print Name: Kwenita Lewis Garner
My Commission Expires: 7-30-16



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Exhibit "A"

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

LOTS 11 THROUGH 13, INCLUSIVE, BLOCK 32, "BEALE'S MAPLE-GROVE ADDITION TO THE CITY OF ANACORTES," AS PER PLAT RECORDED IN VOLUME 2 OF PLATS, PAGE 19, RECORDS OF SKAGIT COUNTY, WASHINGTON.

TOGETHER WITH THAT PORTION OF "U" AVENUE THAT ATTACHED BY LAW UNDER ORDINANCE NO. 2117 AND RECORDED UNDER AUDITOR'S FILE NO. 8910090053, RECORDS OF SKAGIT COUNTY, WASHINGTON.

TOGETHER WITH A NON-EXCLUSIVE EASEMENT OVER THE EXISTING DRIVEWAY RUNNING ALONG THE NORTHERN BOUNDARY OF BLOCK 32 AND OVER THAT VACATED ALLY OF BLOCK 32 TO "U" AVENUE.

SITUATE IN THE CITY OF ANACORTES, COUNTY OF SKAGIT, STATE OF WASHINGTON.

FOR INFORMATION ONLY

LTS 11-13 BLK 32 BEALE'S MAPLE-GROVE ADD VOL 2 PG 19

Commonly known as: 420 38TH ST, ANACORTES, WA 98221-3624

APN #: **P56762**


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SCHMIDT

WA

FIRST AMERICAN ELS
SUBORDINATION AGREEMENT





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