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



**Skagit County Auditor** 10/14/2015 Page

1 of

\$79.00 7 11:29AM

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

Document Title(s) DEED OF TRUST SUBORdination AbmT.

Reference Number(s) of Related Documents: 200602030185 Additional reference #3 on page of document:

Grantor(s): BANK OF AMERICA NA

LESILE R. COLO + CANDACE C. COLO Grantee(s): GREEN TREE SERVICING LLC

Legal description: PTN NW 1/4 SEC 36 TWP36N, R2E

Complete Legal Description: PAGE 7

Assessor's Property Tax Parcel/Account Number: P47480

Auditor/Recorder will rely on the information provided on the form. The staff will not read 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 REQUESTOR

# SUBORDINATION AGREEMENT

WHEN RECORDED MAILTO:

SPACE ABOVE FOR RECORDERS USE

Bank of America 4161 Piedmont Parkway NC4-105-01-38 Attn Subordinations Greensboro NC 27410

This document was prepared by Laurie Case
BANK OF AMERICA. N.A.
NC4-105-01-38
4161 Piedmont Parkway
Greensboro, NC 27410

Doc ID No.: 00012590XXXX2005N

ESCROW/CLOSING#:

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 Fourteenth day of September, 2015, by BANK OF AMERICA, N.A. ("Subordinating Lender"), a corporation whose address is NC4-105-01-38, 4161 Piedmont Parkway, Greensboro, NC 27410.

## WITNESSETH:

**WHEREAS**, Subordinator is the beneficiary/mortgagee of that certain Deed of Trust/Mortgage ("Security Document") pursuant to that certain Security Document dated 01/30/2006 (the "Senior Lien"), and executed by LESLIE R. CORN and CANDACE C. CORN and encumbering that certain real property located at 11170 RASAR DRIVE, BOW, WA 98232 (address) which is legally described on Exhibit "A" attached hereto and incorporated herein (the "Property"), which Security Document was recorded on 02/03/2006 in Official Records Book N/A, Page N/A, as Instrument No. 200602030185, of the Official Records of SKAGIT County, Washington, as the same may have been or is to be modified prior hereto or contemporaneously herewith.

whereas, Green tree servicing, LLC ("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 amount of and/or not to exceed \$346,600.00 ("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 of 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.
- (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.

BANK OF AMERICA, N.A.

Kathy Clark, Vice President



# ALL PURPOSE ACKNOWLEDGMENT

CORPORATE ACKNOWLEDGEMENT

STATE OF NORTH CAROLINA

COUNTY OF GUILFORD

Before me, the undersigned, a Notary Public on this day personally appeared Kathy Clark, Vice President known to me, to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that the same was the act of the said corporation, and that he or she had executed the same as the act of such corporation for the purpose and consideration therein expressed, and in the capacity therein stated.

Given under my hand and seal of office this 14th day of September, 2015.

(Personalized Seal)

SHANIKA WRIGHT

Notary Public
Guilford Co., North Carolina
My Commission Expires Sept. 02, 2019

My commission expires 09/02/2019

(Notary Public, State of North Carolina)

Shanika Wright

(Print Name of Notary Public here)

## **EXHIBIT 'A'**

File No.

50296171LA (TM)

Property:

11170 Rasar Drive, BOW, WA 98232

PARCEL "A":

THAT PORTION OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 36, TOWNSHIP 36 NORTH, RANGE 2 EAST, W.M., BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF SAID SECTION 36;

THENCE NORTH 88°59'17" EAST, ALONG THE NORTH LINE OF SAID SECTION 36, 864.75 FEET TO THE TRUE POINT OF BEGINNING;

THENCE SOUTH 01°27'00" EAST PARALLEL WITH THE WEST LINE OF SAID NORTHWEST 1/4
OF SECTION 36, A DISTANCE OF 356.33 FEET TO THE NORTHWEST CORNER OF THAT
PARCEL CONVEYED BY DEED RECORDED ON MAY 30, 1996, UNDER AUDITOR'S FILE NO.
9605300095, RECORDS OF SKAGIT COUNTY, WASHINGTON, TO DAVID C. SALKELD AND
LESLIE SALKELD, HUSBAND AND WIFE;

THENCE SOUTH 88°59'17" EAST ALONG THE NORTH BOUNDARY OF SAID SALKELD TRACT, 454.81 FEET, MORE OR LESS, TO THE NORTHEAST CORNER OF SAID TRACT BEING LOCATED ON THE EAST LINE OF SAID NORTHWEST 1/4 OF THE NORTHWEST 1/4;

THENCE NORTH 01°31'00" EAST ALONG SAID EAST LINE, 356.33 FEET, MORE OR LESS, TO THE NORTHEAST CORNER OF SAID NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 36;

THENCE SOUTH 88°59'17" WEST ALONG THE NORTH LINE OF SAID NORTHWEST 1/4 OF THE NORTHWEST 1/4, 454.81 FEET TO THE POINT OF BEGINNING.

SITUATE IN THE COUNTY OF SKAGIT, STATE OF WASHINGTON

## PARCEL "B":

AN EASEMENT FOR INGRESS, EGRESS, AND UTILITIES OVER AND ACROSS A STRIP OF LAND 60 FEET, MORE OR LESS, IN WIDTH LOCATED IN THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 36, TOWNSHIP 36 NORTH, RANGE 2 EAST, W.M., MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE WEST LINE OF SAID NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 36, 660.00 FEET SOUTH OF THE NORTHWEST CORNER THEREOF; THENCE NORTH 88°57' EAST PARALLEL WITH THE NORTH LINE OF SAID SUBDIVISION TO A POINT 340.00 FEET WEST OF THE EAST LINE OF SAID SUBDIVISION;

THENCE SOUTH PARALLEL WITH THE EAST LINE OF SAID SUBDIVISION A DISTANCE OF 60 FEET, MORE OR LESS, TO A POINT 600.00 FEET NORTH OF THE SOUTH LINE OF SAID SUBDIVISION;

THENCE WEST PARALLEL TO THE SOUTH LINE OF SAID SUBDIVISION TO THE WEST LINE OF SAID SUBDIVISION;

THENCE NORTH ALONG THE WEST LINE OF SAID SUBDIVISION A DISTANCE OF 60 FEET, MORE OR LESS, TO THE POINT OF BEGINNING,

**EXCEPT COUNTY ROAD ALONG THE WEST LINE THEREOF.** 

SITUATE IN THE COUNTY OF SKAGIT, STATE OF WASHINGTON.

PARCEL "C":

AN EASEMENT FOR INGRESS, EGRESS, AND UTILITIES OVER, UNDER, AND ACROSS THE WEST 60.00 FEET OF THE PROPERTY HEREIN DESCRIBED:

THAT PORTION OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 36, TOWNSHIP 36 NORTH, RANGE 2 EAST, W.M., BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF SAID SECTION 36; THENCE NORTH 88°59'17" EAST, ALONG THE NORTH LINE OF SAID SECTION 36, 864.75 FEET;

THENCE SOUTH 01°27'00" EAST, PARALLEL WITH THE WEST LINE OF SAID NORTHWEST 1/4
OF SECTION 36, A DISTANCE OF 356.33 FEET TO THE TRUE POINT OF BEGINNING;
THENCE CONTINUING SOUTH 01°27'00" EAST, PARALLEL WITH THE WEST LINE OF SAID
NORTHWEST 1/4 OF SECTION 36, A DISTANCE OF 303.67 FEET;

THENCE NORTH 88°59'17" EAST, PARALLEL WITH SAID NORTH LINE OF SECTION 36, 60.00 FEET;

THENCE NORTH 01°27'00" WEST, PARALLEL WITH SAID WEST LINE, 208.00 FEET; THENCE NORTH 88°59'17" EAST, PARALLEL WITH SAID NORTH LINE, 395.34 FEET TO THE EAST LINE OF SAID NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 36; THENCE NORTH 01°31'00" WEST, ALONG SAID EAST LINE, 95.67 FEET; THENCE SOUTH 88°59'17" WEST A DISTANCE OF 454.81 FEET, MORE OR LESS, TO THE TRUE POINT OF BEGINNING.

SITUATE IN THE COUNTY OF SKAGIT, STATE OF WASHINGTON.

FOR INFORMATION ONLY:

PTN NW 1/4 NW 1/4, 36-36-2 E W.M.

A.P.N. P47480

WA

FIRST AMERICAN ELS SUBORDINATION AGREEMENT