

Skagit County Auditor \$75.00 3/19/2018 Page 1 of 2 10:30AM

This instrument was prepared by: Bank of America Subordinations Unit 4161 Piedmont Parkway Greensboro, NC 27410

DT #

Bank of America

After recording return to: Bank of America Subordinations Unit 4161 Piedmont Parkway NC4-105-01-38 Greensboro, NC 27410 Account #: 6820050439XXXX Sub#: 314940

GUARDIAN NORTHWEST TITLE CO. いらゆろろ Real Estate Subordination Agreement

This Real Estate Subordination Agreement ("Agreement") is executed as of 03/07/2018, by BANK OF AMERICA, N.A. ("Subordinator"), having an address of:4161 Piedmont Parkway, Greensboro NC 27410. in favor of NETWORK CAPITAL FUNDING CORP ("Junior Lien Holder"),

AF# 201803190073

Whereas, Subordinator is the beneficiary/mortgage/grantee under the indebtedness described in and secured by a security instrument (deed of trust, mortgage or security deed) dated 11/13/2007, executed by JUNG N SONG C, with a property address of: 4716 PARKVIEW LN,MOUNT VERNON,WA 98274 which was recorded on 11/28/2007, in Volume/Book N/A, Page N/A, and Document Number 200711280117, and if applicable, modified on N/A, in Volume/Book N/A, Page N/A, Document Number N/A, of the land records of SKAGIT County, WA, as same may have been or is to be modified prior hereto or contemporaneously herewith (the "Senior Lien"), encumbering the land described therein (said land and such improvements, appurtenances and other rights and interests regarding said land, if any, as are described in the Senior Lien being called herein collectively, the "Property"); and

Whereas, Junior Lien Holder has been requested to make a loan, line of credit or other financial accommodation to JUNG N SONG C (jointly and severally, "Borrower"), to be secured by, without limitation, either a deed of trust, mortgage or security deed (the "Junior Lien") covering without limitation, the Property and securing the indebtedness described therein including the payment of a promissory note, line of credit agreement or other borrowing agreement made by Borrower and/or others payable to the order of Junior Lien Holder in the maximum principal face amount of or not to exceed \$415,000.00 (the "Principal Amount"), including provisions for acceleration and payment of collection costs (the "Obligation"); the Junior Lien and the Obligation to contain such other terms and provisions as Junior Lien Holder and Borrower shall determine; and

Now, Therefore, for valuable consideration, Subordinator hereby subordinates the Senior Lien to Junior Lien, subject to the terms of this Agreement. The Subordinator's Senior Lien is subordinated to Junior Lien only to the extent of the Principal Amount of the Obligation, any interest or late charges which may accrue thereon, and any amounts advanced pursuant to the terms of the Obligation or the security

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instrument for the payment of insurance premiums, taxes, costs of collection, protection of the value of the property or Junior Lien Holder's rights in the Property or foreclosure. All other rights of Subordinator now or hereafter existing in or with respect to the Property (including but not limited to all rights and to proceeds of insurance and condemnation) are hereby subordinated, and are and shall remain completely and unconditionally subordinate, to the Junior Lien and the rights of Junior Lien Holder regardless of the frequency or manner of renewal, extension, consolidation or modification of the Junior Lien or the Obligation.

This Agreement shall inure to the benefit of the Subordinator and Junior Lien Holder and their respective successors and assigns, including any purchaser(s) (at foreclosure or otherwise) of the Property or any part thereof, and their respective successors and assigns.

BANK OF AMERICA NA 03/07/2018 Date By: Kathy Clark Vice President Its: Individual Acknowledgment:

State/Commonwealth/District of North Carolina County/City of Guilford/Greensboro

On this the Seventh day of March, 2018, before me, Sherry C. McCain, the undersigned Notary Public, personally appeared Kathy Clark, who acknowledged him/herself to be the Vice President of Bank of America, N.A., and that (s)he, as such Vice President, Being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing the name of the corporation by him/herself as Vice President. In witness whereof I hereunto set my hand and official seal.

Signature of Person Taking Acknowledgment Commission Expiration Date: 06/27/2022

> SHERRY C MCCAIN Notary Public Guillard Co., North Carolina My Commission Expires June 27, 2022

> > 93-12-3421

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