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Sank of America



Real Estate Subordination Agreement (Bank of America to Bank of America)

This instrument was prepared by and after recording returned to:

ROBERT & LILLIAN BENNETT 1550 CHANNEL DRIVE MOUNT VERNON, WA

Bank of America, N.A./Post Closing Review #1255 CA3-701-02-25 P.O. Box 2314 Rancho Cordova, CA 95741

FIRST AMERICAN TITLE CO. ECS#2825923-2

This Real Estate Subordination Agreement ("Agreement") is executed as of 11/29/01, by Bank of America, N.A., having an address of 800 Fifth Avenue, Floor 19, PO Box 3828, Seattle, Wa. 98124 ("Subordinator"), in favor of Bank of America, N.A., having an address for notice purposes of 800 Fifth Avenue, Floor 19, PO Box 3828, Seattle, WA 98124 ("Bank of America").

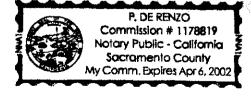
Bank of America, N.A., as Subordinator, is the original lender or is the successor to the Bank defined in the original loan documents. The original bank may be any one of the following: Bank of America NT&SA, doing business as Seafirst Bank; Bank of America NT&SA; Bank of America NW, doing business as Seafirst Bank; Bank of America NW; Bank of America Oregon; Bank of America Idaho; Security Pacific Bank Washington, N.A.; Rainier National Bank; or Seattle-First National Bank,

Whereas, Subordinator is the owner and holder of, or creditor under, the indebtedness described in and secured by a security instrument (deed of trust, deed to secure debt or mortgage) dated JULY 15, 1997, executed by ROBERT J. BENNETT AND LILLIAN M. BENNETT and which is recorded in Volume/Book N/A. Page N/A, and if applicable, Document Number 9707300088, of the land records of SKAGIT County, WASHINGTON, 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

Now, Therefore, for good and valuable consideration, Subordinator hereby subordinates the Senior Lien to Bank of America's Junior Lien, subject to the terms of this Agreement. The Subordinator's Senior Lien is subordinated to Bank of America's Junior Lien only to the extent of the Principal Amount of the Obligation and any amounts advanced pursuant to the terms of the Obligation or the security instrument for the payment of insurance premiums, taxes, costs of collection, protection of the value of the Property or Bank of America'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 Bank of America 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 Bank of America 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, N.A.
By: TARYN WICKS
its: AUTHORIZED OFFICER Date: 11/29/01
Bank of America Acknowledgement:
State of CALIFORNIA
County/City of SACRAMENTO
On this the 29TH day of NOVEMBER, 2001, before me, P. DERENZO,
the undersigned officer, a Notary Public in and for the State of CALIFORNIA , duly commissioned
known (or proven on the basis of satisfactory evidence) to be a AUTHORIZED OFFICER of Bank of
known (or proven on the basis of satisfactory evidence) to be a AUTHORIZED OFFICER of Bank of America, N.A., the corporation that executed the within and foregoing instrument, and acknowledged said
instrument to be the free and voluntary act and deed of said corporation for the uses and purposes therein
mentioned, and on oath stated that (s)he was duly elected, qualified and acting as said officer of the corporation,
that (s)he was authorized to execute said instrument and that the seal affixed, if any, is the corporate seal of said
corporation,
Given under my hand and official seal hereto affixed the day and year in this certificate above written.
P. Di Renzo
Notary Public in and for the State of California
Residing at Sacramento
Commission Expiration Date:





Skagit County Auditor

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