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Skagit County Auditor

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

This instrument was prepared by and after recording returned to:

REF#: 022411728020
ANDREW T. DENHAM
KAREN E. DENHAM
FIRST AMERICAN

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

TS 3686365 2

This Real Estate Subordination Agreement ("Agreement") is executed as of DECEMBER 4, 2002, by Bank of America, N.A., having an address of 275 S. Valencia Ave., Brea, CA 92823 ("Subordinator"), in favor of Bank of America, N.A., having an address for notice purposes of 275 S. Valencia Ave., Brea, CA 92823 ("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 MAY 15, 2000, executed by ANDREW T. DENHAM AND KAREN E. DENHAM, HUSBAND AND WIFE and which is recorded in Volume/Book N/A, Page N/A, and if applicable, Document Number 200005260097, 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

Whereas, Bank of America has been requested to make a loan, line of credit or other financial accommodation to ANDREW T. DENHAM AND KAREN E. DENHAM, HUSBAND AND WIFE (jointly and severally, "Borrower"), to be secured by, without limitation, either a deed of trust, deed to secure debt, or mortgage (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 Bank of America, N.A. in the maximum principal face amount of \$256,000.00 (the "Principal Amount") [For North Carolina only - bearing interest and payable as therein provided at the maximum rate of % for a period not to exceed months], 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 Bank of America and Borrower shall determine; and

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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: RICK GOURLEY
Its: AUTHORIZED OFFICER Date: DECEMBER 4, 2002

Bank of America Acknowledgement:

State of CALIFORNIA

County/City of SACRAMENTO

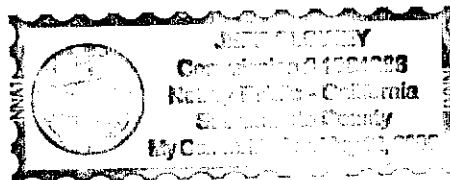
On this the 4TH day of DECEMBER, 2002, before me, JEFF SLOWEY, the undersigned officer, a Notary Public in and for the State of CALIFORNIA, duly commissioned and sworn, personally appeared RICK GOURLEY, to me personally known (or proven on the basis of satisfactory evidence) to be a AUTHORIZED OFFICER 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.

Jeff Slowey
Notary Public in and for the State of CALIFORNIA

Residing at SACRAMENTO

Commission Expiration Date: 05/12/2005



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