



200405180065

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:

**Bank of America, N.A.
Post Closing Review**

This Real Estate Subordination Agreement ("Agreement") is executed as of **January 16, 2004**, by Bank of America, N.A., having an address **21000 NW EVERGREEN PKWY, HILLSBORO, OR 97124-7121** ("Subordinator"), in favor of Bank of America, N.A., having an address for notice purposes of **21000 NW EVERGREEN PKWY, HILLSBORO, OR 97124-7121** ("Bank of America, N.A.")

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 13, 2002** executed by **Peter B. Vongrey & Rachelle A. Vongrey** and which is recorded in instrument **200205130162**, and if applicable, of the land records of **Skagit County**, 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 **Peter B. Vongrey & Rachelle A. Vongrey**

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(jointly and severally, "Borrower"), to be secured by, without limitation, either a deed or 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 the Bank of America in the maximum principal face amount of **\$120,000.00** (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

Now, Therefore, for valuable consideration, Subordinator hereby subordinates the Senior Lien to Bank of America 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 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: Elizabeth Mitchell
Elizabeth Mitchell Date 1-16-01
Its: VICE PRESIDENT

Witness

Witness

The following states must have Trustee sign Subordination Agreement: AZ, DC, NC, NV and VA.

The trustee(s), if any, named in the Senior Lien join(s) in the execution of this Agreement to evidence consent and to effectuate the provisions hereof.

Witness(es):

Witness Signature

Typed or Printed Name

Witness Signature

Typed or Printed Name

Trustee Name: _____

Signature

Typed or Printed Name

Signature

Typed or Printed Name

Trustee Acknowledgement

State/Commonwealth/District of _____)
County/City of _____)

This instrument was acknowledged before me on this the _____ day of _____, by _____ as trustee of _____

Signature of Person Taking Acknowledgement
Commission Expiration Date:

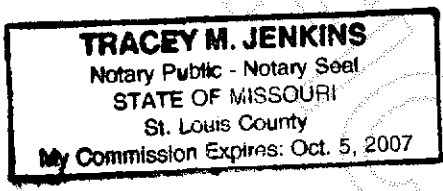


Bank of America Acknowledgement:

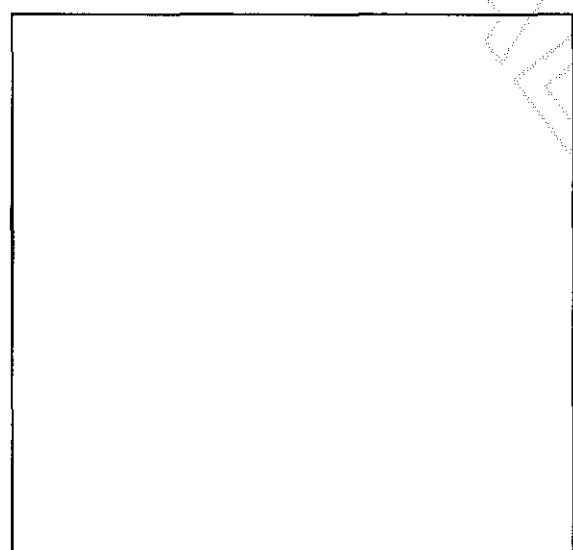
State Commonwealth/District of Missouri
County/City of St. Louis

On this the **16th** day of **January, 2004** before me, **Tracey M. Jenkins** the undersigned officer, personally appeared **Elizabeth Mitchell** 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 purpose therein contained, by signing the name of the corporation by him/herself as **Elizabeth Mitchell, Vice President**

In witness whereof I hereunto set my hand and official seal.

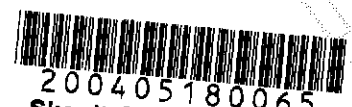


Tracey M. Jenkins
Signature of Person Taking Acknowledgement
Commission Expiration Date:



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DUPLICATE DOCUMENT



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Exhibit "A"

The Real Property located in the City of BURLINGTON, County of SKAGIT, State of WA.
The following described real estate, situated in the County of Skagit, State of Washington:
Lot 21, "SPARR'S REPLAT IN TRACTS 13 & 15, BURLINGTON ACREAGE PROPERTY", as per
plat recorded in Volume 8 of Plats, page 15, records of Skagit County, Washington.

APN: 40190000210006



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