

Return Address:
US Recordings
2925 Country Drive
Ste 201
St. Paul, MN 55117



200512220090

Skagit County Auditor

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

Document Title(s) (or transactions contained therein): (all areas applicable to your document must be filled in)

REAL ESTATE SUBORDINATION AGREEMENT

28759904-2

Reference Number(s) of related Documents:

~~BOOK 20040525~~ PAGE:106

200405250106

Additional reference #'s on page _____ of document 200512220089

Grantor(s) (Last name, first name, initials)

BANK OF AMERICA, N.A.

Lignite, Herbert N

Lignite, Margaret

Additional names on page _____ of document.

Grantee(s) (Last name first, then first name and initials)

BANK OF AMERICA, N.A.

Additional names on page _____ of document.

Trustee PRLAP, INC.

Legal description (abbreviated: i.e. lot, block, plat or section, township, range)

LOT 15, CASCADE RIDGE P.U.D AS PER PLAT RECORDED IN VOLUME 14 OF PLATS PAGES 112-121

Additional legal is on page 4 of document

Assessor's Property Tax Parcel/Account Number
assigned 45300000150012

☐ Assessor Tax # not yet

The Auditor/Recorder will rely on the information provided on the form. The staff will not read the document to verify the accuracy or completeness of the indexing information provided herein.

(Do not write above this line. This space is reserved for recording.)

Bank of America



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

PARCEL TAX MAP IDENTIFICATION NO. 45300000150012

This instrument was prepared by
~~and after recording returned to~~
Bank of America, N.A.
Post Closing Review – Collateral Tracking
9000 Southside Blvd., Bldg 700
Jacksonville, FL 32256
Loan Account being subordinated#: 68200111131399

HFS File No. 3223901
New Senior Loan Acct # 6156294172

**Recordings Requested by &
When Recorded Return To:**
US Recordings, Inc.
2925 Country Drive Ste 201
St. Paul, MN 55117

This Real Estate Subordination Agreement ("Agreement") is executed as of **NOVEMBER 15, 2005**, by Bank of America, N.A., having an address of **21000 NW Evergreen Pkwy, Hillsboro, OR 97124-7121** ("Subordinator"), in favor of Bank of America, N.A., having an address for notice purposes of **4161 Piedmont Parkway, Greensboro, NC 27410** ("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 10, 2004** executed by **Herbert N. Lightle and Ann Margaret Lightle** and which is recorded in **Book: 20040525 Page: 106** and/or **Instrument #N/A**, and if applicable, of the land records of **Skagit County, State of 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, Bank of America has been requested to make a loan, line of credit or other financial accommodation to **Herbert N. Lightle and Ann Margaret Lightle**

(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 \$ 218,000.00 (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



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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'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 Noelker
Printed name: Elizabeth Noelker
Title: Assistant Vice President

Date 11/15/05

Bank of America Acknowledgement

State of MISSOURI
City of St. Louis

On this the 15 day of NOVEMBER, 2005, before me, Natalie Gilbert

the undersigned officer, personally appeared Elizabeth Noelker who, being duly sworn by me, acknowledged him/herself to be the Assistant VICE PRESIDENT of Bank of America, N.A., and that (s)he, as such Assistant 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 Assistant VICE PRESIDENT.

In witness whereof, I hereunto set my hand and official seal.
(SEAL)

NATALIE GILBERT
Notary Public - Notary Seal
STATE OF MISSOURI
St. Louis City
My Commission Expires: Mar. 31, 2008

Natalie Gilbert
Signature of Person Taking Acknowledgement
Printed name: Natalie Gilbert
Commission Expiration Date: 3-31-08
1831 Chestnut St., 6th Fl
St. Louis, MO 63103



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Exhibit "A"

Legal Description

The Real Property located in the City of MOUNT VERNON, County of SKAGIT, State of WA.

Lot 15, "Cascade Ridge P.U.D.", as per Plat recorded in Volume 14 of Plats, Pages 112 to 121, inclusive, records of Skagit County, Washington.

***Abbreviated legal provided as a courtesy ***

Lot 15, Cascade Ridge P.U.D., Vol. 14, Pgs 112-121, Skagit Co., WA

APN: 45300000150012



U28759904-02HM04

SUBORDINATION AG
LOAN# 6156294172
US Recordings



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