



200606230174
Skagit County Auditor

6/23/2006 Page 1 of 3 12:36PM

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

PARCEL TAX MAP ID NO. P74662

TRUSTEE: PRLAP, INC.
This instrument was prepared by
and after recording returned to:

**Bank of America, N.A. Collateral Tracking
9000 Southside Blvd., Bldg 700
Jacksonville, FL 32256**

Loan Account being subordinated#: 68200122790199

FULL LEGAL DESCRIPTION ON PAGE 3
ABBR. LEGAL DESCRIPTION - PTN LOTS 1-3, BLK 41, PLAT
OF THE TOWN OF MONTICOME V. 2

CRESS/HFS File No. 3786066
New Senior Loan Acct # 6448323425
8005

This Real Estate Subordination Agreement ("Agreement") is executed as of **May 26, 2006**, 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: Bank of America, 4161 Piedmont Parkway, Greensboro, NC 27410 ("Bank of America, N.A."), **200606230173**

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 **December 9, 2004/ recorded January 18, 2005** executed by **DAVID W. GROBSCHMIT AND TAMMIE S. GROBSCHMIT** and which is recorded in **Book: N/A Page: N/A** and/or **Instrument #200501180081**, and if applicable, of the land or torrens records of **SKAGIT** County, State of **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 **DAVID W. GROBSCHMIT AND TAMMIE S. GROBSCHMIT**

(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 **\$621,000** (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'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 Senior Lien, 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.

Date : May 26, 2006

By: Ruth E. Berry

Witnesses (as required)

Printed name: Ruth E. Berry
Title: Vice President

Printed Name:

Printed Name:

State of MISSOURI
City of St. Louis

Bank of America Acknowledgement

Carole B. Berger

On this the 26th day of May, 2006, before me, TERRIA OREBAUGH

the undersigned officer, personally appeared Ruth E. Berry who, being duly sworn by me, 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 VICE PRESIDENT.

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

Carole B. Berger

CAROLE B. BERGER
Notary Public - Notary Seal
STATE OF MISSOURI
St. Louis County
My Commission Expires: Oct. 7, 2007

Signature of Person Taking Acknowledgement
Printed name: TERRIA OREBAUGH Carole B. Berger
Commission Expiration Date: 10/7/2007
1831 Chestnut St., 6th Fl
St. Louis, MO 63103



U32160420-02HM03
SUBORDINATION AG
LOAN# 6448323425
US Recordings



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EXHIBIT A

LOTS 1 AND 2; AND LOT 3, EXCEPT THE NORTHWESTERLY 30 FEET THEREOF, BLOCK 41, "PLAT OF THE TOWN OF MONTBORNE", ACCORDING TO THE PLAT RECORDED IN VOLUME 2 OF PLATS, PAGE 80, RECORDS OF SKAGIT COUNTY, WASHINGTON,

EXCEPT THE NORTHEASTERLY 40 FEET OF SAID PREMISES CONVEYED TO SKAGIT COUNTY BY DEED DATED OCTOBER 9, 1946, AND RECORDED OCTOBER 15, 1946, UNDER AUDITOR'S FILE NO. 397033, IN VOLUME 213 OF DEEDS, PAGE 368,

TOGETHER WITH THAT PORTION OF VACATED LAKESIDE BOULEVARD ADJOINING SAID PREMISES.

TOGETHER WITH THAT PORTION OF THE 100 FOOT WIDE RAILROAD RIGHT-OF-WAY COMMONLY KNOWN AS THE NORTHERN PACIFIC RAILWAY (AND ORIGINALLY CONVEYED TO THE SEATTLE LAKE SHORE AND EASTERN RAILWAY), ADJOINING BLOCK 41 OF THE "PLAT OF THE TOWN MONTBORNE", AS PER PLAT RECORDED IN VOLUME 2 OF PLATS, PAGE 80, RECORDS OF SKAGIT COUNTY, WASHINGTON, THAT LIES WESTERLY OF THE CENTERLINE OF SAID RIGHT-OF-WAY AND BETWEEN THE NORTHEASTERLY EXTENSIONS OF BOTH THE NORTHWESTERLY AND SOUTHEASTERLY LINES OF THAT CERTAIN TRACT OF LAND CONVEYED TO CLARENCE M. VANDERGRIEND, JR., ET UX, BY DEED RECORDED MARCH 16, 1984, AS AUDITOR'S FILE NO. 8403160061.

TOGETHER WITH THAT PORTION OF UNOPENED LAFAYETTE STREET THAT HAS REVERTED TO SAID PREMISES PURSUANT TO COURT ORDER ENTERED IN SKAGIT COUNTY CAUSE NO. 98-2-01307-1.

SITUATED IN THE COUNTY OF SKAGIT AND STATE OF WASHINGTON.

ABBRV LEGAL

PTN LOTS 1-3 BLK 41 "PLAT OF THE TOWN OF MONTBORNE" VOL 2
PG

9551245

80

Permanent Parcel Number: P74662
DAVID W. GROBSCHMIT AND TAMMIE S. GROBSCHMIT, HUSBAND AND WIFE



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Skagit County Auditor