



200804240047  
Skagit County Auditor

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This instrument was prepared by:  
Bank of America/ Renée McLaughlan  
9000 Southside Blvd., Bldg 700  
Jacksonville, FL 32256

Recording requested by: LSI  
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Account #: 68200118492199/3308084924  
#68200118492199/3308084924

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

This Real Estate Subordination Agreement ("Agreement") is executed as of 08/30/2007, by Bank of America, N.A., having an address of 9000 Southside Blvd, Jacksonville, FL 32256

("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

**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 9/10/2004 , executed by ~~ROGER T. STICE AND INA K. STICE~~

*Roger* and which is recorded in Volume/Book N/A, Page N/A, and if applicable, Document Number 200409290059 , of the land records of SKAGIT County, ~~NC~~, 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 RIGER T. STICE AND INA K. STICE (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

*200710160039*

(for use in AR, CO, CT, FL, GA, IA, IL, KS, KY, MD, MI, MN, MO, NC, NM, NJ, NY, OK, SC, TN, TX, and VT)

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 in the maximum principal face amount of \$ 135,433.00 (the "Principal Amount") [For North Carolina only – bearing interest and payable as therein provided at the maximum rate of 6.625% for a period not to exceed 360 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

*P.D. 9-15-2007 REC-10-16-2007 F# 2007101100039*  
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 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.**

Two witness signatures required in CT, FL, GA, SC and TN

By: *Tonya Townsend*  
TONYA TOWNSEND  
Its: AVP of National Post Closing

8/30/2007  
Date

*[Signature]*  
Witness Signature

Renee Mclauchlan  
Typed or Printed Name

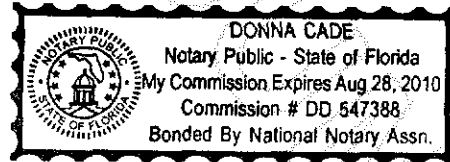
*Shannon Smith*  
Witness Signature

SHANNON SMITH  
Typed or Printed Name

**Bank of America Acknowledgment:**

State/Commonwealth/District of Florida

County/City of Duval



On this the 30 th day of August, 2007, before me, Donna Cade the undersigned officer, personally appeared TONYA TOWNSEND, who acknowledged him/herself to be the AVP of Bank of America, N.A., and that (s)he, as such AVP, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by him/herself as AVP. In witness whereof I hereunto set my hand and official seal.

*Donna Cade*  
Signature of Person Taking Acknowledgment

Witness to Acknowledgment (South Carolina Only)

Commission Expiration Date: 8/28/2010

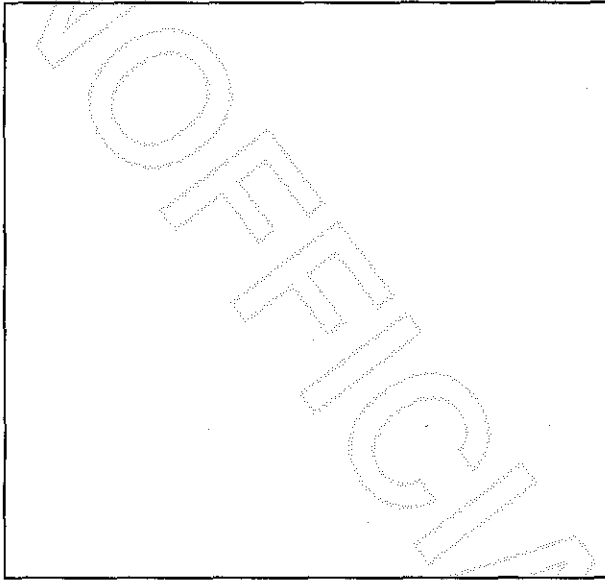
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00-12-2395NSBW 11-2005



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TX, and VT)

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APN: P71166

Order ID: 3744079

Loan No.: 3308084924

**EXHIBIT A  
LEGAL DESCRIPTION**

The land referred to in this policy is situated in the State of WA, County of SKAGIT, City of MOUNT VERNON and described as follows:

That portion of Tract No. 5, "Mckenna and Elliott's Second Addition to the Town of Bayview", as per plat recorded in Volume 3 of Plats, page 19, records of Skagit County, Washington, together with portions of vacated Elliot Street vacated by order of the Board of Skagit County Commissioners as recorded in Volume 10 of Commissioners records, page 89, described as follows:

Beginning at the Southeast corner of said Tract; thence South 0 degrees 16'40" East along the East line of the Northeast 1/4 of Section 11, Township 35 North, Range 3 East, W.M., 30.0 feet; thence North 89 degrees 47' 08" West along the center line of vacated Elliott Street 385.73 feet to the true point of beginning; thence continue North 89 degrees 47'08" West along the centerline of vacated Elliott Street 490.12 feet; thence North 21 degrees 01' 40" West 30.0 feet to the South line of a tract of land deeded to F.H. Munns by deed recorded June 13, 1890 in Volume 12 of Deeds, page 315, records of Skagit County, Washington; thence North 68 degrees 58'20" East along the South line of said "Munns Tract" 162.85 feet; thence North 22 degrees 47'47" West along the East line of said "Munns Tract" 240.00 feet to the Southeasterly line of "D" Street; thence North 68 degrees 58'20" East along the Southeasterly line of "D" Street 307.01 feet; thence South 20 degrees 18'20" East 447.50 feet to the true point of beginning.

APN P71166

WITH THE APPURTENANCES THERETO.

APN: P71166



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