

Return Address:
Old Republic Title
Attn: Post Closing
320 Springside Drive, Ste 320
Akron, OH 44333



200906080120
Skagit County Auditor

6/8/2009 Page 1 of 7 10:23AM

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)

1. SUBORDINATION

Reference Number(s) of Documents assigned or released:

1. 200701310073

200906080119

Additional reference #'s on page _____ of document

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

1. COUNTRYWIDE HOME LOANS, INC.
2. MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC.

Additional names on page _____ of document.

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

1. BANK OF AMERICA, N.A.

Additional names on page _____ of document

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

PARCEL A: LOT 14, SAUK MOUNTAIN VIEW ESTATES - SOUTH
PARCEL B: AN UNDIVIDED 50% INTEREST, IN TRACT B, SAUK MOUNTAIN VIEW ESTATES -SOUTH

Additional legal is on page _____ of document.

Assessor's Property Tax Parcel/Account Number Assessor Tax # not yet assigned

P121318

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.

SUBORDINATION AGREEMENT

WHEN RECORDED RETURN TO:
OLD REPUBLIC TITLE
ATTN: POST CLOSING
530 SOUTH MAIN STREET
SUITE 1031
AKRON, OH 44311

PREPARED BY: COUNTRYWIDE BANK, FSB,

LOAN #: 157533446

ESCROW/CLOSING #: 204192369

21016843

NOTICE: THIS SUBORDINATION AGREEMENT RESULTS IN YOUR SECURITY INTEREST IN THE PROPERTY BECOMING SUBJECT TO AND OF LOWER PRIORITY THAN THE LIEN OF SOME OTHER OR LATER SECURITY INSTRUMENT.

THIS SUBORDINATION AGREEMENT is made this Fifth day of May, 2009, by TIMOTHY D KUNNAP and CHRISTI L KUNNAP,

Initials: TK



200906080120
Skagit County Auditor

Owner of the land hereinafter described and hereinafter referred to as "Owner" and COUNTRYWIDE HOME LOANS, INC. present owner and holder of the deed of trust and note first hereinafter described and hereinafter referred to as "Beneficiary";

WITNESSETH

THAT WHEREAS, TIMOTHY D. KUNNAP and CHRISTI L. KUNNAP did execute a lien, dated 01/26/2007 to LS Title of Washington, as "Trustee," covering: See Attached Legal Description to secure a note in the sum of \$70880.00, dated 01/26/2007 in favor of MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, Inc. ("MERS"), which Deed of Trust was recorded 01/31/2007, in book N/A page N/A, Recording No.: 200701310073 of Official Records of said county; and

WHEREAS, Owner has executed, or is about to execute a deed of trust and note in the principal amount not to exceed \$170263.00, dated 5/3/09, in favor of Bank of America, NA., 4500 PARK GRANADA, CALABASAS, CA 91302-1613 herein after referred to as "Lender", payable with interest and upon terms and conditions described therein, which deed of trust is to be recorded concurrently herewith; and

Initials: sm



200906080120

Skagit County Auditor

WHEREAS, it is a condition precedent to obtaining said loan that said deed to trust last above mentioned shall unconditionally be and remain at all times a lien or charge upon the land hereinbefore described, prior and superior to the lien first mentioned above; and

WHEREAS, Lender is willing to make said loan provided the deed of trust securing the same is a lien or charge upon the described property prior and superior to the lien first above mentioned and provided that Beneficiary will specifically and unconditionally subordinate the lien first mentioned to the lien in favor of Lender; and

WHEREAS, it is to the mutual benefit of the parties hereto that Lender make such a loan to Owner; and Beneficiary is willing that the deed of trust securing the same shall, when recorded, continue a lien or charge upon said land which is unconditionally prior and superior to the lien first above mentioned.

NOW, THEREFORE, in consideration of the mutual benefits accruing to the parties hereto and other valuable consideration, the receipt and sufficiency of which consideration is hereby acknowledged, and in order to induce Lender to make the loan above referenced to, it is hereby declared, understood and agreed as follows:

1. That said deed of trust securing said note in favor of Lender, and any renewals or extensions thereof, shall unconditionally be and remain at all times a lien or charge on the property therein described, prior and superior to the lien first above mentioned.
2. That Lender would not make its loan described without this subordination agreement.
3. That this agreement shall be the whole and only agreement with regard to the subordination of the lien first mentioned to the lien or charge of the deed of trust in favor of the Lender above referred to and shall supercede and cancel, but only insofar as would greatly affect the priority between the deeds of trust hereinbefore specifically described, any prior agreements as to such subordination including, but not limited to, those provisions, if any, contained in the lien first above mentioned, which provide for the subordination of the lien to a deed of trust.

Beneficiary declares, agrees and acknowledges that

- a. He consents and approves (i) all provision of the note and deed of trust in favor of Lender above referenced to, and (ii) all agreements, including but not limited to any new loan or escrow agreements, between Owner and Lender for disbursement of the proceeds of Lender's Loan;

Initials: Saym



200906080120
Skagit County Auditor

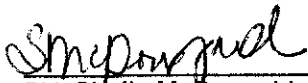
a.

b. Lender is making disbursements pursuant to any such agreement is under no obligation or duty to, nor had Lender represented that it will, see to the application of such proceeds by the person or persons to whom the Lender disburses such proceeds and any application or use of such proceeds for purposes other than those provided for in such agreement or agreements shall not defeat the subordination herein made in whole or in part;

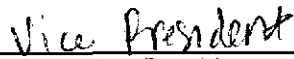
c. He intentionally and unconditionally waives, relinquishes and subordinates the lien first above mentioned in favor of the lien or charge upon said land of the deed of trust in favor of Lender above referred to and understands that in reliance upon, and in consideration of, this waiver, relinquish and subordinate specific loans and advances are being made and, as part and parcel thereof, specific monetary and other obligations are being and will be entered into which would not be made or entered into but for said reliance upon this waiver, relinquish and subordination; and

d. An endorsement had been placed upon the lien first above mentioned that said lien has by this instrument been subordinated to the deed of trust in favor of Lender above referred to.

NOTICE: THIS SUBORDINATION AGREEMENT CONTAINS A PROVISION WHICH ALLOWS THE PERSON OBLIGATED ON YOUR REAL PROPERTY SECURITY TO OBTAIN A LOAN A PORTION OF WHICH MAY BE EXPENDED FOR OTHER PURPOSES THAN IMPROVEMENTS OF THE LAND.



BY: Shelly McDougald



TITLE: Vice President



200906080120
Skagit County Auditor

ALL PURPOSE ACKNOWLEDGMENT

STATE OF Utah }
COUNTY OF Utah }

On 05/05/2009 before me, Brett Palmer (notary) personally appeared Shelly McDougald (name), Vice President, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Signature Brett Palmer



BRETT PALMER
NOTARY PUBLIC • STATE of UTAH
290 EAST 930 SOUTH
OREM, UTAH 84058
COMM. EXPIRES 1-9-2010

(NOTARY SEAL)

ATTENTION NOTARY:

Although the information requested below is OPTIONAL, it could prevent fraudulent attachment of this certificate to another document.

THIS CERTIFICATE **MUST** BE ATTACHED TO THE DOCUMENT DESCRIBED AT RIGHT

Title of Document Type _____
Number of Pages _____ Date of Document _____
Signer(s) Other Than Named Above _____



200906080120
Skagit County Auditor

Exhibit "A"

SITUATE IN THE COUNTY OF SKAGIT, STATE OF WASHINGTON:

PARCEL A: LOT 14, SAUK MOUNTAIN VIEW ESTATES - SOUTH, A PLANNED RESIDENTIAL DEVELOPMENT, PHASE 2 ACCORDING TO THE PLAT THEREOF, RECORDED JANUARY 29, 2004 UNDER AUDITOR'S FILE NO. 200401290101, RECORDS OF SKAGIT COUNTY, WASHINGTON.

SITUATED IN SKAGIT COUNTY, WASHINGTON

PARCEL B: AN UNDIVIDED 50% INTEREST, IN TRACT B, SAUK MOUNTAIN VIEW ESTATES SOUTH - A PLANNED RESIDENTIAL DEVELOPMENT PHASE 2, ACCORDING TO THE PLAT THEREOF, RECORDED JANUARY 29, 2004, UNDER AUDITOR'S FILE NO. 200401290101, RECORDS OF SKAGIT COUNTY, WASHINGTON

TAX I.D. NO: P121318

BEING THE SAME PROPERTY CONVEYED BY STATUTORY WARRANTY DEED
GRANTOR: D. B. JOHNSON CONSTRUCTION, INC., A WASHINGTON CORPORATION
GRANTEE: TIMOTHY D. KUNNAP AND CHRISTI L. KUNNAP, HUSBAND AND WIFE
DATED: 11/18/2004
RECORDED: 11/29/2004
DOC#/BOOK-PAGE: 200411230067

NOTE: THE ABOVE REFERENCED DEED WAS RE-RECORDED TO CORRECT LEGAL DESCRIPTION ON 2/20/2007 IN DOCUMENT NO. 200702200124 OF SKAGIT COUNTY RECORDS.

NOTE: FOR STREET NUMBERING PURPOSES KNOWN AS: 1444 VECCHIO COURT, SEDRO WOOLLEY, WA 98284



200906080120
Skagit County Auditor

6/8/2009 Page

7 of

7 10:23AM