



200911020104

Skagit County Auditor

11/2/2009 Page

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7 11:53AM

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**ESCROW**

7207180

Reference: 200604260006

200911020103

**Type of Document:**

SUBORDINATION AGREEMENT

**GRANTOR (S):**

BANK OF AMERICA, NA

**GRANTOR (S) Address:**

19 RESEARCH PARK CT  
ST CHARLES, MO 63303

**GRANTEE:**

BANK OF AMERICA, NA  
101 SOUTH TRYON STREET  
CHARLOTTE, NC 28255

**Legal Description on page:** LAST PAGE

LOT 6, AFN 200507080009, SKAGIT COUNTY, WA  
APN: 38670000354700

**Date of Document:**

October 20, 2009

**When recorded return to:**

LSI -

North Recording Division

5039 Dudley Blvd.

McClellan, CA 95652

**SUBORDINATION AGREEMENT**

PREPARED BY: BANK OF AMERICA, NA

LOAN #: 127213607

ESCROW/CLOSING #: ~~242000038~~

7207180

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 Seventh day of October, 2009, by JOHN M GRIFFITH and JESSICA L GRIFFITH,

Initials: 

Recording Requested By:  
LSI



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Owner of the land hereinafter described and hereinafter referred to as "Owner" and **Bank of America, N.A. successor by merger to Countrywide Bank , FSB f/k/a 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, **JOHN M GRIFFITH and JESSICA L GRIFFITH** did execute a lien, dated 04/21/2006 to LS Title of Washington, as "Trustee," covering: See Attached Legal Description to secure a note in the sum of \$61240.00, dated 04/21/2006 in favor of **MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, Inc. ("MERS") Bank of America, N.A. successor by merger to Countrywide Bank , FSB f/k/a Countrywide Home Loans , Inc.**, which Deed of Trust was recorded , in book N/A page N/A , Recording No.: 200604260006 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 \$254350.00, dated 10/20/09, in favor of **Bank of America, N.A., 101 South Tryon Street, Charlotte, NC 28255** 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

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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;

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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: Kelli Hughes Carle

TITLE: Vice President



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# California All-Purpose Acknowledgment

State of California

County of SAN DIEGO } SS.

On 10/9/09

before me,

BARBARA MEDINA, Notary Public

Name and Title of Notary Public

personally appeared KELLI HUERTAS CALE

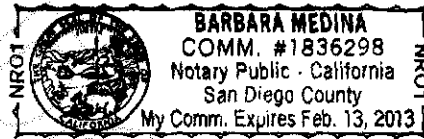
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

[Signature]

Signature of Notary Public



This area for official notarial seal

(Optional) My commission expires on: \_\_\_\_\_

(Optional) Phone No.: \_\_\_\_\_



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Loan # : 212890838

## Exhibit A

### LEGAL DESCRIPTION

The following described property:

Lot 6, amended City of Burlington Short Plat No. 3-04, recorded July 8, 2005, under Auditor's File No. 200507080009, Records of Skagit County, Washington; being a portion of Tract 35, Plat of Burlington Acreage Property, according to the Plat thereof recorded in Volume 1 of Plats, Page 49, Records of Skagit County, Washington.

Assessor's Parcel No: 3867-000-035-4700



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