



201005100072

Skagit County Auditor

5/10/2010 Page 1 of 2 9:52AM

This instrument was prepared by:
Romulo Rodriguez
Bank of America
2000 Clayton Road Bldg D-2
Concord, CA 94518

After recording return to:
Bank of America Collateral Tracking
9000 Southside Boulevard, Bldg 700
Jacksonville, FL 32256
Account #: 870220287

TITLE OF SKAGIT COUNTY

136040-SAE

201005100071

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

THIS SUBORDINATION AGREEMENT ("MAY RESULT" OR "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 Real Estate Subordination Agreement ("Agreement") is executed as of 05/06/2010, by Bank of America, N.A., having an address of 2000 Clayton Rd Bldg D2, Concord CA 94520

("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 deed of trust dated 10/10/2008, executed by Robert Petty and Jane Petty

and which is recorded in Volume/Book , Page , and if applicable, Document Number 200810160074, of the land records of Skagit County 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") (see attached Exhibit "A"); and

Whereas, Bank of America has been requested to make a loan, line of credit or other financial accommodation to Robert Petty and Jane Petty (jointly and severally, "Borrower"), to be secured by, without limitation, a deed of trust, (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 Bank of America in the maximum principal face amount of \$

414,500.00 (the "Principal Amount"), 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

Recorded under AF # 201005100071

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.

By: *Katherine A. Figueredo* 05/06/2010
Date
Its: Vice President

Bank of America Acknowledgment:

State of CA
County of Contra Costa

On 05/06/2010 before me Julie Teixeira, personally appeared Katherine A. Figueredo, 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 that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature *Julie Teixeira* (Seal)
Commission Expiration Date: 12/21/2012

