Prepared By and Return to: 'JULIA LEWIS
FIRST AMERICAN TITLE
2605 ENTERPRISE RD E SUITE 150
CLEARWATER, FL 33759
866-782-3163



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9 8:34AM

6655686n

UNIT 3301 D, "CORRECTION SURVEY PARK LANE CONDOMINIUM PHASE 1"

APN: 4869-000-006-0000

SUBORDINATION AGREEMENT

This page is part of an official document.

This Certified Copy is being re-recorded for the sole purpose of correcting the legal description.

The complete, correct legal description is attached as Exhibit B.

The above shall hereinafter replace Exhibit A within the Deed of Trust recorded at Skagit County Official Records Instrument # 201010150067.

RETURN TO.

FIRST AMERICAN MORTGAGE SERVICES

1100 Superior Avenue, Suite 200 Cleveland, Ohio 44114

Attn: National Recording

First American Title Company

Cliff Loun Mury

GRANTOR: Benjamin A Lazowski

STATE OF FLORIDA COUNTY OF PINELLAS ceantee

Bank of America

Then personally appeared before me, the undersigned notary, Cliff Lounsbury, who is known to me or who has provided satisfactory identification, and who stated that the above Certification is true and correct.

This 26th day of JUNE, 2012.

My Commission Expires:

FIRST AMERICAN ELS

REFILE SUBORDINATION AGREEMENT

Novary Public

P••● ANNO ATON

IDD 940648

WHEN RECORDED, RETURN TO:

1 FIRST AMERICAN LENDERS ADVANTAGE 1100 SUPERIOR AVENUE, SUITE 200 CLEVELAND, OHIO 44114 NATIONAL RECORDING



Document Title(s)
Subordination Agreement
Reference Numbers(s) of related documents
200611020102 2/11/2010 201010150066. Additional Reference #== on page
Grantor(s) (Last, First and Middle Initial)
Benjamin A. Lajouski
MERS Additional grantors on page
Grantee (Last, First and Middle Initial) Bauk of Awarda
Legal Description (abbreviated form: i.e. lot, block, plat or section, township, range, quarter/quarter) Unit 330/13, Park Land Condown wine Plant Additional legal is on page
Assessor's Property Tax Parcel/Account Number
Additional parcel #=s on page The Anditor/Recorder will rely on the information provided on this form. The staff will not read the document to verify the accuracy or completeness of the indexing information provided herein
I am requesting an emergency nonstandard recording for an additional fee as provided in RCW 36.18.010. I understand that the recording processing requirements may cover up or otherwise obscure some part of the text of the original document.
Signature of Requesting Party

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SUBORDINATION AGREEMENT

PREPARED BY: BANK OF AMERICA, NA

LOAN #: 152038685

ESCROW/CLOSING #:226524231

6655686-5

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 Twenty-fourth day of September, 2010, by BENJAMIN A LAZOWSKI,

ABBLEU. LEGA!: UNIT 33018, PARK LANE CONDOMINIUM PLASE!"

City MOUNT VCENON, 5KAgit CNY, WA.

Full Legal: PASE 5

REF: \$200611020102 2/11/2010

Skagit County Auditor 8/7/2012 Page 9 8:34AM 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, fka Countrywide Bank, N.A. present owner and holder of the deed of trust and note first hereinafter described and hereinafter referred to as "Beneficiary";

WITNESSETH

THAT WHEREAS, BENJAMIN A LAZOWSKI did execute a lien, dated 11/01/2006 to LS Title of Washington, as "Trustee," covering: See Attached Legal Description to secure a note in the sum of \$35500.00, dated 11/01/2006 in favor of MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, Inc. ("MERS") Bank of America, N.A., successor by merger to Countrywide Bank, FSB, tke Countrywide Bank, N.A., which Deed of Trust was recorded; in book N/A page N/A, Recording No.: 200611020102 of Official Records of said country; and

WHEREAS, Owner has executed, or is about to execute a deed of trust and note in the principal amount not to exceed \$197200.00, dated \(\frac{9}{21} \) \(\frac{1}{10} \), 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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LOAN #:152038685

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:

- 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 hereimbefore 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 that 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: Tammy Marle Wynn

TITLE: Assistant Vice President

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ALL PURPOSE ACKNOWLEDGMENT

STATE OF Florida COUNTY OF Hillsborough	}	
Ternmy Marle Wynn (name), Assistant the basis of satisfactory evidence within instrument and acknowledge authorized capacity(ies), an that by	(notary) personally appersonally appersonally like the person(s) whose name(s) is/are subscribed to ged to me that he/she/they executed the same in his/her y his/her/their signature(s) on the instrument the person(s) person(s) acted, executed the instrument.	to me to the r/their
WITNESS my hand and official sea	Commission# DD904397 My comm. expires May 20, 2014	
Mare A.	Wright (NOTARY SEAL)	•
	though the information requested below is OPTIONAL, it could previously attachment of this certificate to another document.	ent
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	
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· EXHIBIT 'A'

File No.:

6655686n (nb)

UNIT 3301-B, "CORRECTION SURVEY FOR PARK LANE CONDOMINIUM PHASE 1," AS PER SURVEY MAP AND SET OF PLANS RECORDED ON APRIL 12, 2007, UNDER AUDITOR'S FILE NO. 200704120145; AND AS DESCRIBED IN THAT CERTAIN CONDOMINIUM DECLARATION RECORDED AUGUST 23, 2005 UNDER AUDITOR;S FILE NO. 200508230145; AND THOSE AMENDMENTS TO SAID DECLARATION RECORDED SEPTEMBER 15, 2005, APRIL 12, 2007 AND JULY 16, 2007 UNDER AUDITOR;S FILE NOS. 200509150004, 200704120144 AND 200707160194 RECORDS OF SKAGIT COUNTY, WASHINGTON.

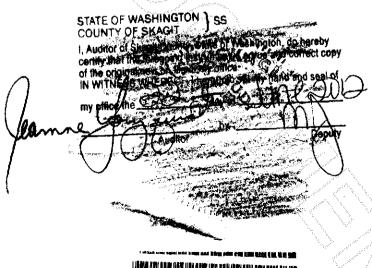
FOR INFORMATION ONLY:

UNIT 3301 B, "PARK LANE CONDOMINIUM PHASE 1"

A.P.N. 4869-000-006-0000(P122525)

HIMMIN LAZOWSKI
42698858
FIRST AMERICAN ELS
SUBORDINATION AGREEMENT

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EXHIBIT "B"

UNIT 3301-D, "CORRECTION SURVEY FOR PARK LANE CONDOMINIUM PHASE 1," AS PER SURVEY MAP AND SET OF PLANS RECORDED ON APRIL 12, 2007, UNDER AUDITOR'S FILE NO. 200704120145; AND AS DESCRIBED IN THAT CERTAIN CONDOMINIUM DECLARATION RECORDED AUGUST 23, 2005 UNDER AUDITOR;S FILE NO. 200508230145; AND THOSE AMENDMENTS TO SAID DECLARATION RECORDED SEPTEMBER 15, 2005, APRIL 12, 2007 AND JULY 16, 2007 UNDER AUDITOR;S FILE NOS. 200509150004, 200704120144 AND 200707160194 RECORDS OF SKAGIT COUNTY, WASHINGTON.

A.P.No: 4869-000-006-0000

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