



201208170053
Skagit County Auditor

Return Address:

LSI – North Recording Division
5039 Dudley Blvd
McClellan, CA 95652

POOR ORIGINAL

ELS# 13846253

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)

Subordination of Deed of Trust

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

1. Kevin C Mitchell
 2. Brenda S Mitchell
 3. Bank of America NA
- 101 South Tryon Street, Charlotte, NC 28255

Additional names on page ___ of document.

Reference Number(s) of Documents assigned or released:

29400002940000

200803200120 + 201208170052

Additional reference #'s on page ___ of document

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

1. Bank of America NA
- 101 South Tryon Street, Charlotte, NC 28255

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

Lot 41, Plat of Wilderness Village Div. No.1 of Skagit County of Washington.

Additional legal is on **Exhibit A** of document.

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

4208-000-041-0003

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

PREPARED BY: BANK OF AMERICA, NA

FL9-700-04-75/Collateral Receipt
9000 Southside Blvd.
Jacksonville, FL 32256
LOAN #: 68200505049599
ESCROW/CLOSING #:242386477

13846253

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

SUBORDINATION AGREEMENT

This Subordination Agreement ("Agreement") is made this Thirty-first day of July, 2012, by **Bank of America, N.A.** ("Subordinating Lender"), a corporation whose address is **101 South Tryon Street, Charlotte, NC 28255**.

Recording Requested By
LSI

WITNESSETH:

WHEREAS, Subordinator is the beneficiary/mortgagee of that certain Deed of Trust ("Security Document") pursuant to that certain Security Document dated 06/28/2012 to PRLAP, INC., as "Trustee," covering: (the "Senior Lien"), and executed by KEVIN C MITCHELL and BRENDA S MITCHELL (together, the "Owner") and encumbering that certain real property located at 7455 SKAGIT VIEW DRIVE, CONCRETE, WA 98237 (address) which is legally described on Exhibit "A" attached hereto and incorporated herein (the "Property"), which Security Document was recorded on 03/20/2008 in Official Records Book N/A, Page N/A, as Instrument No. 200803200120, of the Official Records of 29400.0029400.00 County, Washington, as the same may have been or is to be modified prior hereto or contemporaneously herewith.



201208170053

Skagit County Auditor

WHEREAS, Bank of America, N.A. ("Junior Lien Holder") has been requested to make a loan, line of credit or other financial accommodation to Owner, to be secured by either a deed of trust, deed to secure debt or mortgage (collectively, the "Junior Lien"), covering without limitation, the Property and securing the indebtedness described therein including the payment of a promissory note or line of credit (together, the "Note") made by Owner and/or others payable to the order of Junior Lien Holder, in the maximum principal face amount not to exceed \$79900.00 ("Principal Amount"), including provisions for acceleration and payment of collection costs (collectively, the "Loan"); and

WHEREAS, Junior Lien Holder requires, as a condition to making the Loan, that the Junior Lien be superior to the Senior Lien;

WHEREAS, it is to the mutual benefit of the Subordinator, Owner and Junior Lien Holder that Junior Lien Holder make the Loan to Owner; and Subordinator is willing to permit the Junior Lien, when recorded, to constitute a lien upon the Property that is unconditionally prior and superior to the Senior Lien.

NOW THEREFORE, for valuable consideration and to induce Junior Lien Holder to make the Loan to Owner, Subordinator hereby subordinates the Senior Lien to the Junior Lien and any renewals or extensions thereof, and declares, agrees and acknowledges that:

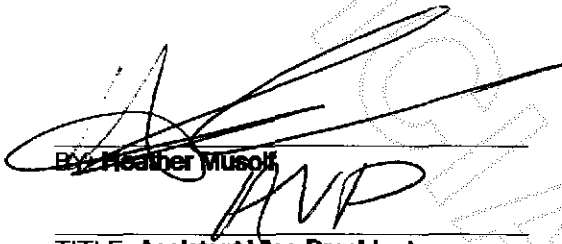
- (1) The Junior Lien and any renewals or extensions thereof, shall unconditionally be and remain at all times a lien or charge on the property, prior and superior to the Superior Lien.
- (2) That Junior Lien Holder would not make the Loan without this subordination agreement.
- (3) This Agreement is limited to the Principal Amount, plus interest and any additional amounts advanced pursuant to the provision of the Note or Junior Lien for payment of insurance premiums, taxes, cost of collection or protection of the value of the Property or Junior Lien Holder's rights in the Property. This Agreement shall inure to the benefit of Junior Lien Holder and be binding upon Subordinator, its successors and assigns and shall be binding upon any purchaser (at foreclosure or otherwise) of the Property, or any part thereof, and their respective heirs, personal representatives, successors and assigns.
- (4) This agreement shall be the whole and only agreement with regard to the subordination of the Senior Lien to the Junior Lien and shall supersede and cancel, but only insofar as would affect the priority between the security instruments described herein, any prior agreements as to such subordination including, but not limited to, those provisions, if any, contained in the Senior Lien, which provide for the subordination of the Senior Lien to another security instrument, deed of trust or mortgage.
- (5) It consents to and approves (i) all provisions of the Note and Junior Lien securing the loan, and (ii) all agreements, including but not limited to any loan or escrow agreements (collectively, the "Loan Agreements"), between Owner and Junior Lien Holder for the disbursement of the proceeds of the New Loan;
- (6) Junior Lien Holder making disbursements pursuant to any such agreement is under no obligation or duty to, nor has Junior Lien Holder represented that it will, see to the application of such proceeds by the person(s) to whom Junior Lien Holder disburses such proceeds and any application or use of such proceeds other than those provided for in such Loan Agreement(s) shall not defeat the subordination herein made in whole or in part.



201208170053
Skagit County Auditor

(7) It intentionally and unconditionally waives, relinquishes and subordinates the Senior Lien in favor of the Junior Lien and understands that in reliance upon, and in consideration of, this waiver, relinquish and subordinate specific loans and advances are being and will be made and, 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, relinquishment and subordination.

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



By: Heather Musolf

AVP

TITLE: Assistant Vice President



201208170053

Skagit County Auditor

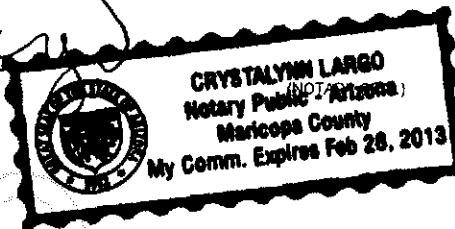
ALL PURPOSE ACKNOWLEDGMENT

STATE OF Arizona
COUNTY OF Maricopa

On 8/6/12 (date) before me, Crystallynn Largo (notary public) personally appeared **Heather Musolf** (name), of BANK OF AMERICA, N.A 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 Crystallynn Largo



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 _____



201208170053
Skagit County Auditor

No.: 242386477

Order ID: 13846253

Order No.: **13846253**
Loan No.: 242386477

Exhibit A

The following described property:

Lot 41, "Plat of Wilderness Village Div. No. 1", as per Plat recorded in Volume 10 of Plats, Pages 48, 49 and 50, Records of Skagit County, Washington.

Situate in the County of Skagit, State of Washington.

Assessor's Parcel No: 4208-000-041-0003



201208170053
Skagit County Auditor

8/17/2012 Page

6 of

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