



201304090065

Skagit County Auditor

4/9/2013 Page 1 of 4 12:35PM

**Return Address:**

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

ELS# 15995413-TT

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 Agreement

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

- 1. Skagit State Bank
- 2. Wilbur, C Marvin Jr
- 3. Wilbur, Brenda

Additional names on page \_\_\_\_ of document.

**Reference Number(s) of Documents assigned or released:**

200708130141

201304090064

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 30, "Plat of Eaglemont Phase 1A", Skagit County

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

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

46210000300009

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.

AFTER RECORDING MAIL TO :

Name \_\_\_\_\_  
Address \_\_\_\_\_  
City, State, Zip \_\_\_\_\_

### Subordination Agreement

Parcel No. 46210000300009

Escrow No.

Title Order No. 15995413

Reference No's of Related Documents : 200708130141

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.

The undersigned Subordinator and Owner agrees as follows:

1. Skagit State Bank, referred to herein as "Subordinator," is the owner and holder of a mortgage/deed of trust dated August 7, 2007, which is recorded under Auditor's file No. 200708130141, Records of Skagit County.
2. Bank of America, N.A., referred to herein as "Lender" is the owner and holder of a mortgage/deed of trust dated 3-27-2013, executed by C. MARVIN Wilbur Jr. & Brenda Wilbur under Auditor's File No. 201304090064, Records of \_\_\_\_\_ County (which is to be recorded concurrently herewith).
3. C Marvin Wilbur Jr. and Brenda R Wilbur, husband and wife, referred to herein as "Owner," is the owner of all the real property described in the mortgage/deed of trust to be identified above in Paragraph 2.
4. In consideration of benefits to Subordinator from Owner, receipt and sufficiency of which is hereby acknowledged, and to induce Lender to advance funds under its mortgage/deed of trust and all agreements in connection therewith, the Subordinator does hereby unconditionally subordinate the lien of his mortgage/deed of trust identified in Paragraph 1 above to the lien of Lender's mortgage/deed of trust, identified in Paragraph 2 above, and all advances or charges made or accruing thereunder, including any extension or renewal thereof.
5. Subordinator acknowledges that, prior to the execution hereof, he has had the opportunity to examine the terms of Lender's mortgage/deed of trust, note and agreements relating thereto, consents to and approves same, and recognizes that Lender has no obligation to Subordinator to advance any funds under its mortgage/deed of trust or see to the application of Lender's mortgage funds, and any application or use of such funds to purpose other than those provided for in such mortgage/deed of trust, note or agreements shall not defeat the subordination herein made in whole or part.
6. It is understood by the parties hereto that Lender would not make the loan secured by the mortgage/deed of trust in Paragraph 2 without this agreement.
7. This agreement shall be the whole and only agreement between the parties hereto with regard to the subordination of the lien or charge of the mortgage/deed of trust first above mentioned to the lien or charge of the mortgage/deed of trust in favor of Lender above referred to and shall supercede and cancel any prior agreements as to such, or any, subordination including, but not limited to, those provisions, if any, contained in the mortgage/deed of trust first above mentioned, which provide for the subordination of the lien or charge thereof to a mortgage/deed(s) of trust to be thereafter executed.



201304090065  
Skagit County Auditor

8. The heirs, administrators, assigns and successors in interest of the Subordinator shall be bound by this agreement. In all instances, gender and number of pronouns are considered to conform to the undersigned.

Executed this March 5, 2013

**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 IMPROVEMENT OF THE LAND. IT IS RECOMMENDED THAT, PRIOR TO THE EXECUTION OF THIS SUBORDINATION AGREEMENT, THE PARTIES CONSULT WITH THEIR ATTORNEYS WITH RESPECT THERETO.**

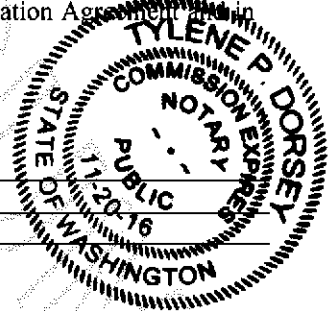
Beneficiary  
Skagit State Bank

By: Lori Miller  
Lori Miller, AVP

STATE OF Washington  
COUNTY OF Skagit

On this 5th day of March 2013 before me, the undersigned Notary Public, personally appeared Lori Miller, AVP, and personally known to me or proved to me on the basis of satisfactory evidence to be an authorized agent of the corporation that executed the Subordination Agreement and acknowledged the Subordination Agreement to be the free and voluntary act and deed of the corporation, by authority of its Bylaws or by resolution of its board of directors, for the uses and purposes therein mentioned, and on oath stated that he or she is authorized to execute the Subordination Agreement and in fact executed the Subordination Agreement on behalf of the corporation.

By: Tylene P. Dorsey  
Notary Public in and for the State of Washington  
Residing at Sedro Woolley  
My appointment expires 11-20-2016



201304090065  
Skagit County Auditor

Order No.: **15995413**  
Loan No.: **245996947**

**Exhibit A**

The following described property:

Lot 30, "Plat of Eaglemont, Phase 1A", as per Plat recorded in Volume 15 of Plats, Pages 130 through 146, inclusive, Records of Skagit County, Washington.

Assessor's Parcel No: **46210000300009**



**201304090065**  
**Skagit County Auditor**

**4/9/2013 Page 4 of 4 12:35PM**