



**Recording Requested By and  
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**Irvine, CA 92602**  
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**Document Title(s)**  
**Subordination Agreement**

**CRS Order No.:** 17615532

**Reference Number(s) of related document(s)**

201009290136

201401100045

Additional Reference Numbers on page \_\_\_\_\_

**Grantor(s) (Last, first and Middle Initial)**

Land Title Company

Millard, Kristin A.

Millard, John

Additional Grantors on page \_\_\_\_\_

**Grantee(s)**

Bank of America, N.A.

**- (Trustee)**

Additional Grantees on page \_\_\_\_\_

**Legal Description (abbreviated form: i.e. lot, block, plat or sec., twndshp, rng qrtr)**

Northern Pacific Addition to Anacortes Lots 4 through 10, inclusive BLK : 206,  
portion of BLKS 206 and 207

Full legal Description on Exhibit A

**Assessor's Property Tax Parcel/Account Number**

3809-206-010-0008

Additional Parcel Numbers on page \_\_\_\_\_

**The Auditor/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 non-standard 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

**Recording Requested By &  
When Recorded Mail To:**

LSI Title Company  
5039 Dudley Blvd  
McClellan, CA 95652

Title Order No. 17615532

**SUBORDINATION AGREEMENT**

**Recording Requested By:  
LSI**

APN: 3809-206-010-0008

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 AGREEMENT, made November 12, 2013, by **KRISTIN A. MILLARD**, Owner of the land hereinafter described and hereinafter referred to as "Owner", and **JOHN MILLARD**, present Owner and holder of the deed of trust and note first hereinafter described and hereinafter referred to as "Beneficiary";

**WITNESSETH**

THAT WHEREAS, **KRISTIN A. MILLARD** did execute a deed of trust, dated **8/25/2010**, to **Land Title Company**, as trustee, covering real property at 1420 Kellogg Pl, Anacortes, WA 98221, County of Skagit, State of Washington:

**SEE COMPLETE LEGAL DESCRIPTION ATTACHED AS EXHIBIT "A"**

to secure a note in the original sum of **\$20,000.00** dated **8/25/2010**, in favor of **JOHN MILLARD** which the original deed of trust was recorded on **9/29/2010**, as **Instrument # 201009290136**; Official Records of said county; and

WHEREAS, Owners have executed, or are about to execute, a deed of trust and note in the **sum not to exceed \$278,200.00**, dated 12/17/13, in favor of **BANK OF AMERICA, N.A., its affiliates and subsidiaries, successors and/or assigns** hereinafter referred to as "Lender", payable with interest and upon the terms and conditions described therein, which deed of trust is to be recorded ~~concurrently herewith, and~~ on

1-10-2014, Inst. # 201401100045  
WHEREAS, it is a condition precedent to obtaining said loan that said deed of 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 or charge of the deed of trust first above mentioned; and

WHEREAS, lender is willing to make said loan provided the deed of trust securing the same is a lien or charge upon the above described property prior and superior to the lien or charge of the deed of trust first above mentioned and provided that Beneficiary will specifically and unconditionally subordinate the lien or charge of the deed of trust first above mentioned to the lien or charge of the deed of trust in favor of Lender; and



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Skagit County Auditor

\$78.00

3/20/2014 Page

2 of

5 11:03AM

APN: 3809-206-010-0008

WHEREAS, it is to the mutual benefit of the parties hereto that Lender make such loan to Owners: and Beneficiary is willing that the deed of trust securing the same shall, when recorded, constitute a lien or charge upon said land which is unconditionally prior and superior to the lien or charge of the deed of trust 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 referred 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 or charge of the deed of trust above mentioned.

That Lender would not make its loan above described without this subordination agreement.

That this agreement shall be the whole and only agreement with regard to the subordination of the lien or charge of the deed of trust first above mentioned to the lien or charge of the deed of trust in favor of lender above referred to and shall supersede and cancel, but only insofar as would affect the priority between the deeds of trust hereinbefore specifically described, any prior agreement as to such subordination including, but not limited, those provisions, if any, contained in the deed of trust first above mentioned, which provide for the subordination of the lien or charge thereof to another deed or deeds of trust or to another mortgage or mortgages.

Beneficiary declares, agrees and acknowledges that

He consents to and approves (i) all provisions of the note and deed of trust in favor of Lender above referred to, and (ii) all agreements, including but not limited to any loan or escrow agreements, between Owners and Lender for the disbursement of the proceeds of Lender's loan;

Lender, in making disbursements pursuant to any such agreement, is under no obligation or duty to, nor has Lender represented that it will, see to the application of such proceeds by the person or persons to who 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;

He intentionally and unconditionally waives, relinquishes and subordinates the lien or charge of the deed of trust 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, relinquishment and subordination, specific loans and advances are being and will be 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, relinquishment and subordination; and

An endorsement has been placed upon the note secured by the deed of trust first above mentioned that said deed of trust has by this instrument been subordinated to the lien or charge of the deed of trust in favor of Lender above referred to.



201403200035

Skagit County Auditor  
3/20/2014 Page

3 of

\$78.00  
5 11:03AM

APN: 3809-206-010-0008

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.

*John Millard*  
JOHN MILLARD - Beneficiary

(ALL SIGNATURES MUST BE ACKNOWLEDGED)

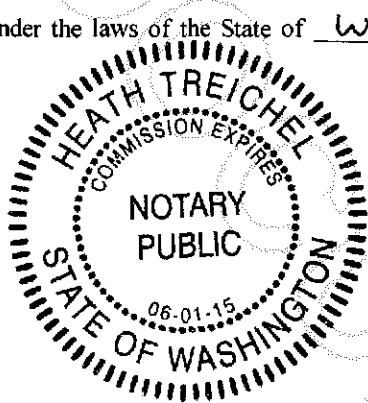
STATE OF WA  
COUNTY OF Skagit

On November 14, 2013 before me, Heath Treichel, a Notary Public personally appeared JOHN MILLARD, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or entity upon behalf of which the person acted, executed the instrument.

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

Witness my hand and official seal,

Signature *Heath Treichel*



## EXHIBIT "A"

The following described property:

Northern Pacific Addition to Anacortes, Lots 4 through 10, inclusive, Block 206; together with all that portion of Blocks 206 and 207, "Northern Pacific Addition to Anacortes", and that portion of the Alley Vacated Under Ordinance No. 2202 which reverted to said premises by operation of law described as follows: Commencing at the Southeast corner of Lot 1 of said Block 206; thence Southeasterly along the Easterly line of said Lot 1 extended to an intersection with the North line of the SE 1/4 NE 1/4 of Sec 23, Twp 35, Rng 1 and the True Point of Beginning; thence Northwesterly along said Easterly line of Lot 1 extended to a point 30 feet North, as measured at right angles to said North line of the SE 1/4 NE 1/4 of Sec 23, Twp 35, Rng 1; thence Westerly along a line parallel to and 30 feet North of said North line to the Easterly line of Lot 4, Block 206; thence Southeasterly to the Southeast corner of said Lot 4; thence Southwesterly along the Southerly line of said Lot 4, to the North line of the SE 1/4 NE 1/4 of Sec 23, Twp 35, Rng 1; thence Easterly along said North line to the point of beginning. County of Skagit, State of Washington.

Assessor's Parcel No: 3809-206-010-0008

Property Address: 1420 Kellogg Pl, Anacortes, WA 98221



201403200035

Skagit County Auditor

3/20/2014 Page

5 of

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