



201510220027

Return Address:

Service Link
4000 Industrial Blvd
Aligrippa, PA 15001

Document Title:

SUBORDINATION AGREEMENT

Reference Number (if applicable):

2008091000 49

Grantor(s):

201510220026
 additional grantor names on page ___

- 1) Skagit County
- 2) Richard A Day and Kari S Day

Grantee(s):

additional grantor names on page ___

- 1) Bank of America, N.A.
- 2) _____

Abbreviated Legal Description:

full legal on page(s) ___

Ptn of Tract 38 Burlington Acreage Property

Assessor Parcel /Tax ID Number:

additional parcel numbers on page ___

3867-000-038-1604

AFTER RECORDING
PLEASE RETURN TO:

SKAGIT COUNTY
OFFICE OF THE TREASURER
PO BOX 518
MOUNT VERNON, WA 98273
PH: 360.336.9350

THIS DOCUMENT WAS PREPARED BY:

MICHAEL KRASTIN
BANK OF AMERICA, N.A.
6400 LEGACY DR.
PLANO, TX 75024

SUBORDINATION AGREEMENT

Borrower: RICHARD A DAY and KARI S DAY

Property Address: 1804 CASCADE VIS, BURLINGTON, WA 98233

This Subordination Agreement dated August 14, 2015, is between **SKAGIT COUNTY**, (Junior Lender),

And **BANK OF AMERICA, NA**, (New Senior Lender).

Record Concurrently

RECITALS

SKAGIT COUNTY, (Junior Lender), owns and holds a promissory note in the amount of \$15,340.25, with accompanying mortgage/deed of trust/security deed

Dated 9/10/2008, and recorded in book NA, page NA, as Instrument Number 200809100049 on 9/10/2008 (date),

in **SKAGIT COUNTY** (County), **WASHINGTON** (State).

Borrowers are current owners of the Property, and wish to replace their current first position mortgage loan on the Property with a new first position mortgage loan secured by the Property

from New Senior Lender in the new principal sum not to exceed \$ 152,990.00

Dated: September 4, 2015. This will be the New Senior Security Instrument.

1. Subordination of Junior Lender's Interest.

Junior Lender agrees that its security interest and all of Junior Lender's rights there under shall at all times be inferior and subordinate to the Senior Lender's new security instrument and Senior Lender's rights in the Property, including any extensions, renewals, or modifications up to a maximum amount of \$152,990.00, plus interest. Junior Lender consents without possibility of revocation, and accepts all provisions, terms and conditions of the New Senior Lender's Security Instrument.

2. No Subordination to Additional Matters

Junior Lender is subordinating its lien/security interest to the Senior Lender's security instrument only, and not to other or future liens or security interests in the Property. Junior Lender has no obligation to consent to future requests for subordination of its lien-security interest.

3. No Waiver of Notice

Upon the execution of the subordination of Junior Lender's security instrument to the new Senior Lender, the Junior Lender waives no rights it may have, if any, under the laws of the State in which the Property is located, or any Federal rights to which the Junior Lender may be entitled.

4. Assignment

This agreement shall be binding upon and inure to the benefit of the Junior Lender and Senior Lender, and their respective successors, assigns trustees, receivers, administrators, personal representatives, legatees, and devisees.

5. Governing (Applicable) Law

This agreement shall be governed by the laws of the State in which the Property is located.

6. Reliance

This Agreement can be relied upon by all persons having an interest in the Property or the New Security Instrument.

7. Notice

Any notice or other communication to be provided under this agreement shall be in writing and sent to the parties at the address described in this Agreement, or such other address as the parties may designate in writing from time to time.

8. Entire Agreement (Integration)

This Agreement and any related documents represent the complete and integrated understanding between Junior Lender and New Senior Lender pertaining to the terms and conditions of this Agreement. Any waiver, modification, or notation of this agreement must be in writing, executed by New Senior Lender, (or its successors or assigns), or Junior Lender, (its successors or assigns) and, if this Agreement was recorded in the real estate records of the government entity in which the Property is located, recorded in such real estate records, to be enforceable.

9. Waiver of Jury Trial

Junior Lender and the New Senior Lender hereby waive any right to trial by Jury in any action arising out of, or based upon this Agreement.

10. Acceptance

Lender acknowledges that they have read, understand, and agree to the terms and conditions of this Agreement.

SKAGIT COUNTY

By: 

Printed Name: Clyde Williams

Title: Financial Adm. Lender Quality Loans

Witness: _____

Printed Name: _____

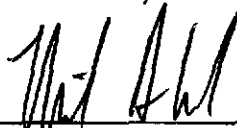
State of Washington

County of Skagit

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Clyde Williams, as Fin. Adm. WR Lines (title) of **SKAGIT COUNTY**, whose name(s) is/are signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, they/he/she executed the same voluntarily on the day the same bears date.

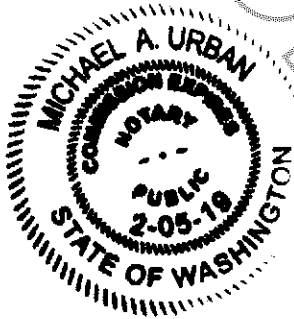
Given under my hand and official seal this 14th day of August, 2015.

(Seal)



Notary Public

My commission expires: 2-5-19



UNOFFICIAL DOCUMENT

Order No.: **19405954**
Loan No.: **251940748**

Exhibit A

The following described property:

That portion of Tract 38 of Plat of the Burlington Acreage Property, as per plat recorded in Volume 1 of Plats, page 49, records of Skagit County, lying South of the South line of the Cascade Avenue as shown on the Plat of Cascade Vista Addition in Tract 38, Plat of the Burlington Acreage Property, as per plat recorded in Volume 8 of Plats, page 9, records of Skagit County.

Except the East 199 feet thereof, and

Except that portion thereof lying West of the East line of Tract 8 of Plat of Cascade Vista addition.

Situated in Skagit County, Washington.

Assessor's Parcel No: 3867-000-038-1604