



201510220028

Skagit County Auditor
10/22/2015 Page

1 of

\$78.00
6 11:08AM

Return Address:

Service Link
4000 Industrial Blvd
Aliquippa, PA 15001

Document Title:

SUBORDINATION AGREEMENT

Reference Number (if applicable):

200708230135

2015 10220026

Grantor(s):

additional grantor names on page __.

- 1) Bank of America NA
- 2) Richard A Day and Kari S Day

Grantee(s):

additional grantor names on page __.

- 1) Bank of America NA
- 2) _____

Abbreviated Legal Description:

full legal on page(s) __.

Pen of Tract 38 Burlington Acreage Property

Assessor Parcel /Tax ID Number:

additional parcel numbers on page __.

3867-000-038-1604

SUBORDINATION AGREEMENT

PREPARED BY: BANK OF AMERICA, NA

FL9-700-04-75/Collateral Receipt
9000 Southside Blvd.
Jacksonville, FL 32256

This document was prepared by:
Steven Stuck
BANK OF AMERICA, N.A.
6400 Legacy Drive
Plano, TX 75024

LOAN #:
ESCROW/CLOSING #:251J4094074868200503705X55199

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 August, 2015, by **Bank of America, N.A. ("Subordinating Lender")**, a corporation whose address is **101 South Tryon Street, Charlotte, NC 28255**.

WITNESSETH:

Record Concurrently

WHEREAS, Subordinator is the beneficiary/mortgagee of that certain Deed of Trust ("Security Document") pursuant to that certain Security Document dated 08/09/2007 to PRLAP, Inc., as "Trustee," covering: (the "Senior Lien"), and executed by RICHARD A DAY and KARI S DAY (together, the "Owner") and encumbering that certain real property located at 1804 CASCADE VIS, BURLINGTON, WA 98233 (address) which is legally described on Exhibit "A" attached hereto and incorporated herein (the "Property"), which Security Document was recorded on 08/23/2007 in Official Records Book N/A, Page N/A, as Instrument No. 200708230135, of the Official Records of SKAGIT County, Washington, as the same may have been or is to be modified prior hereto or contemporaneously herewith.

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 \$152990.00 ("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;

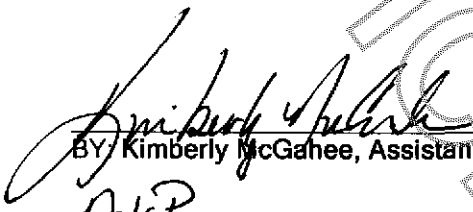
WHEREAS, it is to the mutual benefit of the Subordinator, Owner and Junior Lien Holder that Junior Lien Holder make the Loan to Owner; and Subordinator is willing to permit the Junior Lien, when recorded, to constitute a lien upon the Property that is unconditionally prior and superior to the Senior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

(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: Kimberly McGahee, Assistant Vice President

AVP
TITLE: Assistant Vice President

UNOFFICIAL DOCUMENT

TEXAS CORPORATE ACKNOWLEDGMENT

STATE OF TEXAS
COUNTY OF COLLIN

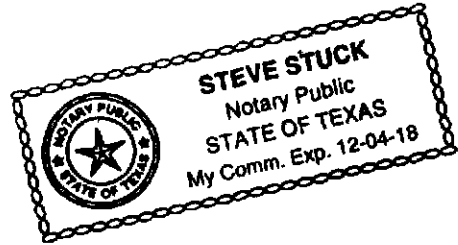
This Instrument was acknowledged before me on 08/31/2015 by **Kimberly McGahee**,
Assistant Vice President, of BANK OF AMERICA, N.A. (Name of Corporation Acknowledging) a
North Carolina (State of Incorporation) corporation, on behalf of said corporation.

Steve Stuck

Notary Public

Print Name: Steve Stuck

My Commission Expires: 12-04-18



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