

SUBORDINATION AGREEMENT

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This document was prepared by:
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7105 Corporate Drive
Plano, TX 75024

LOAN #:

ESCROW/CLOSING#: 299K158376600484855Y98300

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 30th day of August, 2022, by **Bank of America, N.A.** ("Subordinator") whose address is **101 South Tryon Street, Charlotte, NC 28255.**

WITNESSETH:

WHEREAS, Subordinator is the beneficiary/mortgagee/grantee of that certain Deed of Trust/Mortgage/Security Deed ("Security Document") pursuant to that certain Security Document dated 07/06/2017 (the "Senior Lien"), and executed by JOHN M MILLEMAN and BETTY J WARNER (together, the "Owner") and encumbering that certain real property located at 19873 Lei Garden Rd, Burlington,, WA 98233 (address) which is legally described on Exhibit "A" attached hereto and incorporated herein (the "Property"), which Security Document was recorded on 07/18/2017 in Official Records Book NA, Page NA, as Instrument No. 201707180055. New Deed of Trust Recorded 12/11/2020 Instrument No. 202012110025, of the Official Records of SKAGIT County, WA, 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 \$188000.00 ("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.

BANK OF AMERICA, N.A.

Thomas Davis
Thomas Davis, Assistant Vice President

N/A, N/A

N/A, N/A

N/A, N/A

STATE OF TEXAS
COUNTY OF COLLIN

This Instrument was acknowledged before me on 08/30/2022 by **Thomas Davis, Assistant Vice President**, of BANK OF AMERICA, N.A., a National Association, on behalf of said National Association.

Gladys Milena Carsel
Notary Public

Print Name: Gladys Milena Carsel

My Commission Expires: 08/12/26

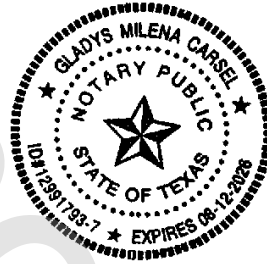


EXHIBIT A

The following described real property situate in the City of Burlington, County of Skagit, State of Washington:

Lot 9, "PLAT OF CUMMINGS 4TH ADDITION, A REPLAT OF LOT 18 AND A PORTION OF LOT 19 OF THE FIRST ADDITION TO BURLINGTON, SKAGIT COUNTY, WASHINGTON", as per plat recorded in Volume 9 of Plats, Pages 8 and 9, records of Skagit County, Washington.

Situate in the County of Skagit, State of Washington.

BEING the same property which DAVID F. BOSTROM and BARBARA J. BOSTROM, husband and wife, granted and conveyed to JOHN M. MILLEMAN, an unmarried individual, and BETTY J. WARNER, an unmarried individual, by deed dated August 12, 1999, recorded August 17, 1999, as Instrument No. 199908170095 in the Office of the Recorder of Deeds of Skagit County, State of Washington.

WHEREAS, the said BETTY J. WARNER a/k/a BETTY JO WARNER died testate on June 29, 2019, as evidenced by a Certificate of Death issued by the State of Washington, devising her interest in the property described herein to JOHN M. MILLEMAN.

WHEREAS, Letters Testamentary were granted on March 23, 2020, appointing JOHN M. MILLEMAN as Personal Representative of the ESTATE OF BETTY J. WARNER A/K/A BETTY JO WARNER, Estate No. 20-4-00109-29 in the Superior Court of Washington, County of Skagit.

Assessor's Property Tax Parcel Account Number(s): P64743

Property known as: 19873 Lei Garden Road, Burlington, WA 98233