UNOFFICIAL DOCUMENT

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Skagit County Auditor
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This instrument was prepared by:
Bank of America Subordination Unit
4161 Piedmont Parkway
Greensboro, NC 27410

DT# 200512070104
DT# 200905050052

After recording return to:
Bank of America Collateral Tracking
4161 Piedmont Parkway
Greensboro, NC 27410
Account #: 6820013833XXXX

GUARDIAN NORTHWEST TITLE CO.
96868-2

Bank of America

Real Estate Subordination Agreement
(Bank of America to Third Party)

Bank of America, N.A.

This Real Estate Subordination Agreement ("Agreement") is executed as of 04/24/2009, by Bank of America, N.A. ("Subordinator"), having an address of:
4161 Piedmont Parkway
Greensboro, NC 27410
in favor of WELLS FARGO HOME MORTGAGE ("Junior Lien Holder"), having an address for notice purposes of:
1000 BLUE GENTIAN ROAD
EAGAN, MN 55121

Whereas, Subordinator is the owner and holder of, or creditor under, the indebtedness described in and secured by a security instrument (deed of trust, deed to secure debt or mortgage) dated 11/16/2005, executed
by ANNETTE M. FRYE AND WAYNE FRYE, JR., HUSBAND AND WIFE, with a property address of:
10245 FRUITDALE ROAD, SEDRO WOOLLEY, WA 98284

which was recorded on 12/7/2005, in Volume/Book N/A, Page N/A, and Document Number 200512070104, and if applicable, modified on , in Volume/Book N/A, Page N/A, Document Number N/A, of the land records of SKAGIT County, WA, as same may have been or is to be modified prior hereto or contemporaneously herewith (the "Senior Lien"), encumbering the land described therein (said land and such improvements, appurtenances and other rights and interests regarding said land, if any, as are described in the Senior Lien being called herein collectively, the "Property"); and

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Whereas, Junior Lien Holder has been requested to make a loan, line of credit or other financial accommodation to ANNETTE M. FRYE & WAYNE N. FRYE JR., WIFE & HUSBAND (jointly and severally, "Borrower"), to be secured by, without limitation, either a deed of trust, deed to secure debt or mortgage (the "Junior Lien"), covering without limitation, the Property and securing the indebtedness described therein including the payment of a promissory note, line of credit agreement or other borrowing agreement made by Borrower and/or others payable to the order of Junior Lien Holder in the maximum principal face amount of $ 183,700.00 (the "Principal Amount"), including provisions for acceleration and payment of collection costs (the "Obligation"); the Junior Lien and the Obligation to contain such other terms and provisions as Junior Lien Holder and Borrower shall determine; and

Now, Therefore, for valuable consideration, Subordinator hereby subordinates the Senior Lien to Junior Lien, subject to the terms of this Agreement. The Subordinator's Senior Lien is subordinated to Junior Lien only to the extent of the Principal Amount of the Obligation and any amounts advanced pursuant to the terms of the Obligation or the security instrument for the payment of insurance premiums, taxes, costs of collection, protection of the value of the property or Junior Lien Holder's rights in the Property or foreclosure. All other rights of Subordinator now or hereafter existing in or with respect to the Property (including but not limited to all rights and to proceeds of insurance and condemnation) are hereby subordinated, and are and shall remain completely and unconditionally subordinate, to the Junior Lien and the rights of Junior Lien Holder regardless of the frequency or manner of renewal, extension, consolidation or modification of the Junior Lien or the Obligation.

This Agreement shall inure to the benefit of the Subordinator and Junior Lien Holder and their respective successors and assigns, including any purchaser(s) (at foreclosure or otherwise) of the Property or any part thereof, and their respective successors and assigns.

Bank of America, N.A.

By: **Dave Taylor** **04/24/2009**
Date

Its: **Vice President**

BANK OF AMERICA CORPORATE SEAL NATIONAL ASSOCIATION

Individual Acknowledgment:

State/Commonwealth/District of North Carolina

County/City of Guilford/Greensboro

On this the Twenty-Forth day of April, before me, Loretta M. Saunders, the undersigned Notary Public, personally appeared Dave Taylor, who acknowledged him/herself to be the Vice President of Bank of America, N.A., and that (s)he, as such Vice President,Being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by him/herself as Vice President. In witness whereof I hereunto set my hand and official seal.

LORETTA M. SAUNDERS Notary Public GUILFORD CO., NC

Signature of Person Taking Acknowledgment
Commission Expiration Date: 04/06/2014

93-12-3421NSBW 02-2005

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