

Return Address:

Requested by and
Return to:
Recording Department
First American Lenders Advantage
1801 Lakepointe Drive, Suite 111
Lewisville, TX 75057
(469) 322-2500

Doc # 2004152828
Page 1 of 3
Date: 05/04/2004 01:27P
Filed by: FIRST AMERICAN LENDERS
Filed & Recorded in Official Records
of SKAMANIA COUNTY
J. MICHAEL GARVISON
AUDITOR
Fee: \$71.00

Document Title(s) or transactions contained herein: Real Estate Subordination Agreement	
GRANTOR(S) (Last name, first name, middle initial) Bank of America	
<input type="checkbox"/> Additional names on page _____ of document.	
GRANTEE(S) (Last name, first name, middle initial) Bank of America	
<input type="checkbox"/> Additional names on page _____ of document.	
LEGAL DESCRIPTION (Abbreviated: i.e., Lot, Block, Plat or Section, Township, Range, Quarter/Quarter) Govt 1st 1/2 S29 T3N, R8E . Wm	
<input type="checkbox"/> Complete legal on page 2 of document.	
REFERENCE NUMBER(S) of Documents assigned or released: 141411	
<input type="checkbox"/> Additional numbers on page _____ of document.	
ASSESSOR'S PROPERTY TAX PARCEL/ACCOUNT NUMBER 03082900200300	
<input type="checkbox"/> Property Tax Parcel ID is not yet assigned	
<input type="checkbox"/> Additional parcel numbers on page _____ of document.	
The Auditor/Recorder will rely on the information provided on the form. The Staff will not read the document to verify the accuracy or completeness of the indexing information.	
I am requesting an emergency nonstandard 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.	
Company Name: First American Title	
Signature/Title: Angela Mathews, closer	

(Do not write above this line. This space is reserved for recording.)

Bank of America



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

This instrument was prepared by and after recording returned to:

Bank of America, N.A.
Attn: Post Closing
9000 Southside Blvd
Jacksonville FL 32256
Account # 6491828486

7507-1593482
Recording Requested by
First American Title Insurance Co.

This Real Estate Subordination Agreement ("Agreement") is executed as of April 8, 2003, by Bank of America, having an address of, 101 E. Main Street, Louisville, Kentucky 40202 ("Subordinator"), in favor of Bank of America, having an address for notice of purposes of 101 E. Main Street, Louisville, Kentucky 40202 ("Junior Lienholder").

Legal Description:

A parcel of land located in Government Lot 1 of section 29, Township 3 North, Range 8 East, of the Willamette Meridian, in the count of Skamania, State of Washington, Described as follows:

Lot 3 of the Patricia Andersen short plat, as recorded in Book 3 of short plats, page 143, Skamania county records.

Subject to the right of way easement for electric transmission and distributing lines, including the terms and provisions thereof.

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 June 4, 2001 Joseph A. Bacus and Sandra S. Bacus and which is recorded in Document Number 141411, of the land records of Skamania County, Washington, 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

Whereas, Junior Lienholder has been requested to make a loan, line of credit or other financial accommodation to Bank of America, (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 Bank of America, in the maximum principal face amount of \$247,500.00 (the "Principal Amount")

Whereas, Junior Lienholder requires, as a condition to the making of the Obligation, that the Junior Lien will be a superior lien;

Now Therefore, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, and with the understanding by Subordinator that Junior Lienholder will rely hereon in making the Obligation, Subordinator agrees and covenants that the Senior Lien and the rights of Subordinator thereunder and all other rights of Subordinator now or hereafter existing in or with respect to the property are hereby subordinated, and are and shall remain completely and unconditionally subordinate to the Junior Lien and the rights of Junior Lienholder thereunder regardless of the frequency or manner of renewal, extension, consolidation or modification of the Junior Lien and/or the Obligation

This Subordination Agreement is limited to an amount of **\$247,500.00**, which is the original amount of the Junior Lienholder's principal balance; plus interest and any additional amounts advanced pursuant to the provision of said security instrument for payment of insurance premiums, taxes, cost of collection or protection of the value of the Property or Junior Lienholder's rights in the Property. This Agreement shall insure to the benefit of Junior Lienholder 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.

Bank of America

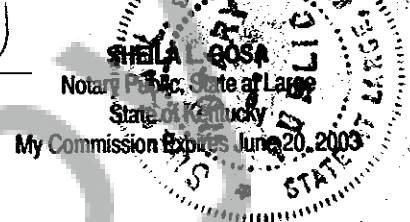
By: Woody W. Scott 3/14
Woody W. Scott Date
VP; SENIOR PROCESS DESIGN MANAGER

Bank of America Acknowledgement:

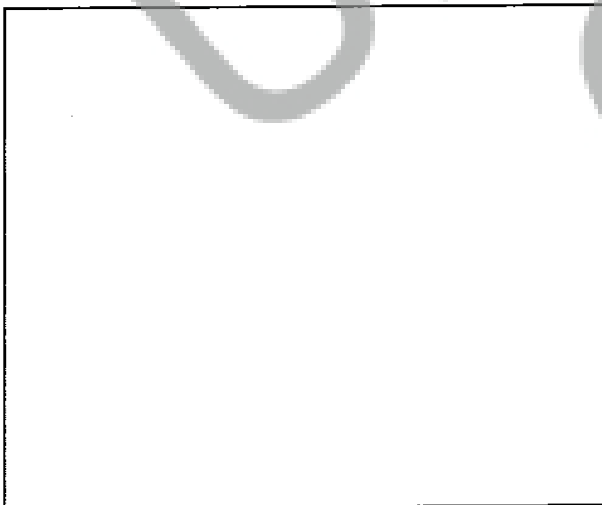
State of Kentucky }
} SS.:
County of Jefferson }

On the 10th day of April in the year 2003, before me, the undersigned, a notary public in and for said State, personally appeared **Woody W. Scott, VP; Senior Process Design Manager**, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person on behalf of which the individual(s) acted, executed the instrument.

Sheila L. Gosa
Notary Public



(Do not write below this line. This space is reserved for recording.)



Loan Account No.: «LoanNumber»