

Doc # 2006162710
Page 1 of 4
Date: 08/21/2006 03:21P
Filed by: BANK OF AMERICA
Filed & Recorded in Official Records
of SKAMANIA COUNTY
J. MICHAEL GARVISON
AUDITOR
Fee: \$35.00

This instrument was prepared by:
Bank of America/Rebekah Mccollum
9000 Southside Blvd
Jacksonville, FL 32256

After recording return to:
Bank of America Collateral Tracking
9000 Southside Boulevard, Bldg 700
Jacksonville, FL 32256
Account #: 68200140870799/3304251766

APN# : 02070120030200

Abbreviated Legal: Par1,NW1/4, NW1/4 Sec1,Twnp2N, Rge7E,W.M.,LT1,Wintston Rall Rec Bk T Pg 94,
Par2, SW1/4, Sec 36, Twnp3N, Rge7E, W.M.,Skamania Co, WA

**Deed of Trust Subordination Agreement
(Bank of America to Bank of America)
REF#: 2005159453**

Bank of America, N.A.
9000 Southside Blvd
Jacksonville, FL 32256

This Real Estate Subordination Agreement ("Agreement") is executed as of 08/14/2006, by Bank of America, N.A., having an address of 9000 Southside Blvd, Jacksonville, FL 32256

("Subordinator"), in favor of Bank of America, N.A., having an address for notice purposes of
Bank of America
4161 Piedmont Parkway
Greensboro, NC 27410

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 09/29/2005, executed
by JACK D. LABOUNTY AND MARSHA L. LABOUNTY, HUSBAND AND WIFE

and which is recorded in Volume/Book N/A, Page N/A, and if applicable, Document Number 2005159453, of the land records of SKAMANIA 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

Whereas, Bank of America has been requested to make a loan, line of credit or other financial accommodation to JAKE D. LABOUNTY AND MARSHA L. LABOUNTY, HUSBAND AND WIFE (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 \$ 93,000.00 (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 Bank of America and Borrower shall determine; and

Now, Therefore, for valuable consideration, Subordinator hereby subordinates the Senior Lien to Bank of America's Junior lien, subject to the terms of this Agreement. The Subordinator's Senior Lien is subordinated to Bank of America's 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 Bank of America'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 Bank of America 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 Bank of America 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: PAMELA E. SINCLAIR 8/14/2006
Date
Its: AVP OF LOAN SOLUTIONS

Bank of America Acknowledgment:

State/Commonwealth/District of FLORIDA

County/City of DUVAL

On this the 14TH day of AUGUST 2006, before me, LORILLA D. HARRIS
The undersigned officer, personally appeared PAMELA E. SINCLAIR,
Who acknowledged him/herself to be the AVP OF LOAN SOLUTIONS of Bank of America, N.A., and that
(s)he, as such AVP OF LOAN SOLUTIONS,
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 AVP OF LOAN SOLUTIONS. In witness whereof I
hereunto set my hand and official seal.

Lorilla D Harris
Signature of Person Taking Acknowledgment
Commission Expiration Date: 8/16/2009
Lorilla D Harris

This space is reserved for recording office.

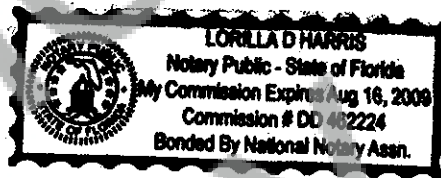
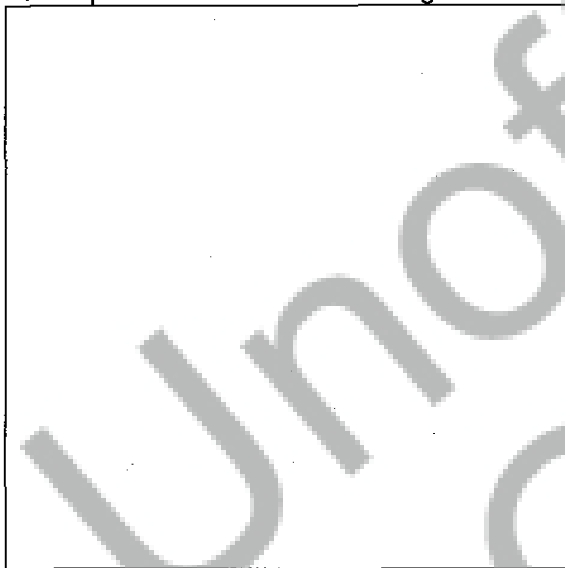


Exhibit "A"

The following described real estate, situated in the County of Skamania, State of Washington:

Parcel I

A tract of land in the Northwest Quarter of the Northwest quarter of Section 1, Township 2 North, Range 7 East of the Willamette Meridian, in the County of Skamania, State of Washington, described as follows:

Lot 1 of the Winston Rall Short Plat, recorded in Book 'T' of Short Plats, Page 94, Skamania County Records.

Parcel II

A tract of land in the Southwest Quarter of Section 36, Township 3 North, Range 7 East of the Willamette Meridian, in the County of Skamania, State of Washington, described as follows:

Beginning at the Southwest corner of the Southwest Quarter of said Section 36, thence East along the South line of said Section 36 a distance of 49 feet to the true point of beginning; thence East along said South line 147 feet; thence North parallel with the West line of said Section 36 a distance of 150 feet; thence West parallel with the South line 100 feet; thence South parallel with the West line 100 feet; thence Southwesterly in a straight line 70 feet, more or less, to the true point of beginning.

Being all and the same lands and premises conveyed to Jack D. Labounty and Marsha Labounty, by deed from William R. Sullivan and Linda A. Sullivan, Trustees, or their Successors in Trust, under the Sullivan Living Trust dated March 9, 2000, in the Skamania County Register of Deeds.

Tax ID: 02-07-01-2-0-0302-00