AFN #2010176621 Recorded 10/14/10 at 01:17 PM DocType: MTGS Filed by: SKAMANIA COUNTY TITLE COMPANY Page: 1 of 4 Auditor Timothy O. Todd Skamania County, WA

WHEN RECORDED RETURN TO:

Bank of America Collateral Tracking 4161 Piedmont Parkway Greensboro, NC 27410 Account no. 6820014364XXXX

DOCUMENT TITLE(S):

Real Estate Subordination Agreement

REFERENCE NUMBER(S) OF DOCUMENTS ASSIGNED OR RELEASED:

RECORDED 10/14/2010 7 And . To

NO. 2010176620

GRANTOR:

E 178 17 7 7

Bank of America, N.A.

GRANTEE:

Bruce A. McPeak, a single person

2006161363

ABBREVIATED LEGAL DESCRIPTION:
Portions of Lots 20 & 21, Block 1 of Woodard Marina Estates, records of Skamania County,

Washington.

TAX PARCEL NUMBER(S):

02 06 34 1 4 5100 00

LPB 01-05

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This instrument was prepared by: Bank of America Subordination Unit 4161 Piedmont Parkway Greensboro, NC 27410 After recording return to:
Bank of America Collateral Tracking
4161 Piedmont Parkway
Greensboro, NC 27410
Account #: 6820014364XXXX



**Real Estate Subordination Agreement** 

Bank of America, N.A.

This Real Estate Subordination Agreement ("Agreement") is executed as of 09/30/2010, by Bank of America, N.A. ("Subordinator"), having an address of: 4161 Piedmont Parkway Greensboro, NC 27410 in favor of MORTGAGE MASTER SERVICE CORPORATION ("Junior Lien Holder"), having an address for notice purposes of: 24909 104TH AVE SE SUITE 100 KENT, WA 98030

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 04/10/2006, executed

by BRUCE A. MCPEAK, AN UNMARRIED PERSON, with a property address of: 582 A SKAMANIA LANDING RD, STEVENSON, WA 98648

which was recorded on 4/28/2006, in Volume/Book N/A, Page N/A, and Document Number 2006161363, and if applicable, modified on , in Volume/Book N/A, Page N/A, Document Number N/A, 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, Junior Lien Holder has been requested to make a loan, line of credit or other financial accommodation to BRUCE A. MCPEAK, AS HIS SEPERATE ESTATE (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 \$ 250,000.00 (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 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,

09/30/2010

By: Andrew Holland

Date

lts:

**Vice President** 

Individual Acknowledgment:

State/Commonwealth/District of North Carolina

County/City of Guilford/Greensboro

On this the Thirtieth day of September, before me, Judith E. Ballard, the undersigned Notary Public, personally appeared Andrew Holland, 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.

Signature of Person Taking Acknowledgment

Commission Expiration Date: 03/24/2013

93-12-3421NSBW 02-2005

(for use in ID, OR, WA)

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## EXHIBIT 'A'

Lots 20 and 21 of Block 1 of WOODARD MARINA ESTATES, according to the Plat thereof, on file and of record in Book 'A' of Plats, Page 114 and 115, in the County of Skamania, State of Washington.

EXCEPT that portion of said Lot 20 lying Northeasterly of a line drawn parallel with and 15 feet Southwesterly from the Boundary line between Lots 19 and 20 of said Block 1;

TOGETHER with shorelands of the second class conveyed by the State of Washington fronting and abutting upon all of Lots 20 and 21 of said Block 1.