AFN #2013000442 Recorded 03/07/2013 at 03:34 PM DocType: SUBOR Filed by: COLUMBIA GORGE TITLE Page: 1 of 3 Auditor Timothy O. Todd Skamania County, WA

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 to Third Party)

 $\int /\int -0009$  Bank of America, N.A.

This Real Estate Subordination Agreement ("Agreement") is executed as of 02/06/2013, by Bank of America, N.A. ("Subordinator"), having an address of: 4161 Piedmont Parkway Greensboro, NC 27410 in favor of STERLING SAVINGS BANK DBA STERLING BANK ("Junior Lien Holder"), Full Legal Description on Page 3 Lots 20 & 21, B1k 1, WOODARD MARINA EST.

**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 MAN, with a property address of: 582 A SKAMANIA LANDING RD, STEVENSON, WA 98648

Parcel No. 02-06-34-1-4-5100-00

which was recorded on 4/28/2006, in Volume/Book N/A, Page N/A, and Document Number 2006161363, and if applicable, modified on provided in the Senior Lien being called herein collectively, the "Property"); and

New Loan recorded March  $\frac{7}{4}$ , 2013 in Auditor's File No.  $\frac{20/3}{2}$ 

(for use in ID, OR, WA)

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Whereas, Junior Lien Holder has been requested to make a loan, line of credit or other financial accommodation to BRUCE A. MCPEAK, AN UNMARRIED MAN (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 \$ 232,000.00 (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, any interest or late charges which may accrue thereon, 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.

02/06/2013 **Date** 

By: Cristie Wiley

93-12-3421NSBW 02-200

Its:

**Assistant Vice President** 

**Individual Acknowledgment:** 

State/Commonwealth/District of North Carolina

COUNT

County/City of Guilford/Greensboro

On this the Sixth day of February, 2013, before me, Shirley A. Hopkins, the undersigned Notary Public, personally appeared Cristie Wiley, who acknowledged him/herself to be the Assistant Vice President of Bank of America, N.A., and that (s)he, as such Assistant 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 Assistant Vice President. In witness whereof I hereunto set my hand and official seal.

> Signature of Person Taking Acknowledgment Commission Expiration Date: 03/02/2014

> > (for use in ID, OR, WA)

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EXHIBIT "A"

Lots 20 & 21, Block 1, WOODARD MARINA ESTATES, recorded in Plat records at Book 'A', page 114, in the County of Skamania and State of Washington.

TOGETHER WITH the shore lands of the second class conveyed by the State of Washington, fronting and abutting upon all of Lots 20 and 21 of said Block 1.

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.

