

AFTER RECORDING MAIL TO:  
Charles Hyatt  
9027 Fruitdale Rd.  
Sedro Woolley, WA 982884



199910250006

Kathy Hill, Skagit County Auditor  
10/25/1999 Page 1 of 2 9:06:18AM

Filed for Record at Request of  
Land Title Company of Skagit County  
Escrow Number: P-91210-E

LAND TITLE COMPANY OF SKAGIT COUNTY **Subordination Agreement**

Reference Number(s):

Grantor(s): ROBERT A. HURLEY, a married man, as his separate property

Grantee(s): CHARLES HYATT, as his separate property

**NOTICE: THIS SUBORDINATION AGREEMENT RESULTS IN YOUR SECURITY INTEREST IN THE PROPERTY BECOMING SUBJECT TO AND OF LOWER PRIORITY THAN THE LIEN OF SOME OTHER OR LATER SECURITY INSTRUMENT.**

The undersigned subordinator and owner agrees as follows:

1. ROBERT A. HURLEY, a married man, as his separate property referred to herein as "subordinator", is the owner and holder of a mortgage dated JANUARY 26, 1999 which is recorded in volume 1939 of Mortgages, page 145 under auditor's file No. 9901040055, records of Skagit County.
2. CHARLES HYATT, as his separate property referred to herein as "lender", is the owner and holder of a mortgage dated \_\_\_\_\_, executed by CHRISTOPHER J. MOORE and KIMBERLY D. MOORE, husband and wife (which is recorded in volume \_\_\_\_\_ of Mortgages, page \_\_\_\_\_, under auditor's file No. 199910250005 records of Skagit County) (which is to be recorded concurrently herewith).
3. CHRISTOPHER J. MOORE and KIMBERLY D. MOORE, husband and wife referred to herein as "owner", is the owner of all the real property described in the mortgage identified above in Paragraph 2.
4. In consideration of benefits to "subordinator" from "owner", receipt and sufficiency of which is hereby acknowledged, and to induce "lender" to advance funds under its mortgage and all agreements in connection therewith, the "subordinator" does hereby unconditionally subordinate the lien of his mortgage identified in Paragraph 1 above to the lien of "lender's" mortgage, identified in Paragraph 2 above, and all advances or charges made or accruing thereunder, including any extension or renewal thereof.
5. "Subordinator" acknowledges that, prior to the execution hereof, he has had the opportunity to examine the terms of "lender's" mortgage, note and agreements relating thereto, consents to and approves same, and recognizes that "lender" has no obligation to "subordinator" to advance any funds under its mortgage or see to the application of "lender's" mortgage funds, and any application or use of such funds for purposes other than those provided for in such mortgage, note or agreements shall not defeat the subordination herein made in whole or in part.
6. It is understood by the parties hereto that "lender" would not make the loan secured by the mortgage in Paragraph 2 without this agreement.
7. This agreement shall be the whole and only agreement between the parties hereto with regard to the subordination of the lien or charge of the mortgage first above mentioned to the lien or charge of the mortgage in favor of "lender" above referred to and shall supercede and cancel any prior agreements as to such, or any, subordination including, but not limited to, those provisions, if any, contained in the mortgage first above mentioned, which provide for the subordination of the lien or charge thereof to a mortgage or mortgages to be thereafter executed.
8. The heirs, administrators, assigns and successors in interest of the "subordinator" shall be bound by this agreement. Where the word "mortgage" appears herein it shall be considered as "deed of trust", and gender and number of pronouns considered to conform to undersigned.

Executed this 21st day of October, 1999

NOTICE: THIS SUBORDINATION CONTAINS A PROVISION WHICH ALLOWS THE PERSON OBLIGATED ON YOUR REAL PROPERTY SECURITY TO OBTAIN A LOAN A PORTION OF WHICH MAY BE EXPENDED FOR OTHER PURPOSES THAN IMPROVEMENT OF THE LAND. IT IS RECOMMENDED THAT, PRIOR TO THE EXECUTION OF THIS SUBORDINATION AGREEMENT, THE PARTIES CONSULT THEIR ATTORNEYS WITH RESPECT THERETO.

Robert A. Hurley  
Robert A. Hurley

Kimberly D. Moore  
Kimberly D. Moore

STATE OF WASHINGTON }  
County of SKAGIT } SS:

I certify that I know or have satisfactory evidence that ROBERT A. HURLEY, Kimberly D. Moore & Christopher J. Moore is the person who appeared before me, and said person acknowledged that he signed this instrument and acknowledged it to be he free and voluntary act for the uses and purposes mentioned in the instrument.

Dated: October 22, 1999

Candace M. Taylor  
Candace M. Taylor  
Notary Public in and for the State of WASHINGTON  
Residing at Mount Vernon  
My appointment expires: 4/1/01

