



200106150123

, Skagit County Auditor

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When recorded mail to:

KeyBank National Association
P.O. Box 16430
Boise, ID 83714

FIRST AMERICAN TITLE CO.

63437

Subordination Agreement (Deed of Trust)

Beneficiary	Lender	Owners
KeyBank National Association P.O. Box 16430 Boise, ID 83715	AMERIQUEST MORTGAGE COMPANY 2727 COLBY AVE. SUITE 1115 EVERETT, WA 98201	REX A. PETTIS CONNIE A. PETTIS 3868 SAJE LN. SEDRO WOOLEY, WA 98284
Account Number: 96473100750446		

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

This Subordination Agreement is made and entered into as of NOVEMBER 29, 2000, by and between KeyBank National Association, hereinafter "Beneficiary", in favor of AMERIQUEST MORTGAGE COMPANY, hereinafter referred to as "Lender".

RECITALS

- A. REX A PETTIS & CONNIE A PETTIS did execute a Deed of Trust, dated JULY 28, 1998, to LAND TITLE COMPANY, as trustee covering the following described parcel of real property, situated in SKAGIT County, State of WASHINGTON : (SEE ATTACHED EXHIBIT "A" FOR LEGAL DISCRIPTION) to secure a note in the sum of \$50,000.00, dated JULY 28, 1998 in favor of KeyBank National Association, which deed of trust was recorded AUGUST 6, 1998, as RECORDING NO. 9808060050, Official Records of said county. Said deed of trust is hereinafter referred to as the "Deed of Trust".
- B. REX A PETTIS & CONNIE A PETTIS, hereinafter "Owners", are currently vested with fee title to the above described property.
- C. Owners have executed, or are about to execute a deed of trust and note and other related documents, hereinafter collectively referred to as the "Loan Documents", in the sum of \$151,000.00 dated 11-13-00, in favor of Lender, payable with interest and upon the terms and conditions described therein, which deed of trust is to be recorded concurrently herewith. AF# 200012040109
- D. It is a condition precedent to obtaining said loan that the Loan Documents shall unconditionally be and remain at all times a lien or charge upon the land hereinabove described, prior and superior to the lien charge of the Deed of Trust.
- E. Lender is willing to make said loan provided the Loan Documents securing the same constitute a lien or charge upon the above described property prior and superior to the lien or charge of the Deed of Trust and provided that Beneficiaries will be specifically and unconditionally subordinate the lien or charge upon said land which is unconditionally prior and superior to the lien or charge of the Deed of Trust.
- F. It is to the mutual benefit of the parties hereto that Lender make such loan to Owners; and Beneficiary is willing that the deed of trust securing the same shall, when recorded, constitute a lien or charge upon said land which is unconditionally prior and superior to the lien or charge of the Deed of Trust.

NOW, THEREFORE, in consideration of the mutual benefits accruing to the parties hereto and for other valuable consideration, the receipt and sufficiency of which consideration is hereby acknowledged, and in order to induce Lender to make the loan above referred to, it is hereby declared, understood and agreed as follows:

- (1) That Beneficiary hereby subordinates beneficiary's Deed of Trust and the lien or charge on the property in thereunder to Lender's Loan Documents in the amount of \$151,000.00 in principal, plus accrued interest thereon and costs of collection thereof and any other costs or charges permitted under Lender's Loan Documents, with the same free and effect as if the Lender's Loan Documents has been executed, delivered and recorded prior to the execution, delivery and recordation of Beneficiary's Deed of trust. The dollar limit set forth above shall not prevent Lender from disbursing principal amounts in excess of that limit, but any amounts under Lender's Loan Documents in excess of such dollar limit are not subordinated hereunder.
- (2) That Lender would not make the loan above described without this Subordination Agreement.

SCHEDULE "C"

THE LAND REFERRED TO HEREIN IS SITUATED IN THE COUNTY OF SKAGIT, STATE OF WASHINGTON, AND IS DESCRIBED AS FOLLOWS:

PARCEL "A";

THAT PORTION OF THE SOUTHEAST ¼ OF THE SOUTHWEST ¼ OF SECTION 23, TOWNSHIP 36 NORTH, RANGE 4 EAST, W.M., DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID SOUTHEAST ¼ OF THE SOUTHWEST ¼, SAID POINT ALSO BEING SOUTH 89 DEGREES 43'54" EAST 1320.87 FEET FROM THE SOUTHWEST CORNER OF SAID SECTION 23; THENCE NORTH 1 DEGREE 21'51" WEST, ALONG THE WEST LINE OF SAID SOUTHEAST ¼ OF THE SOUTHWEST ¼, 390.27 FEET TO THE TRUE POINT OF BEGINNING; THENCE CONTINUE NORTH 1 DEGREE 21'51" WEST, ALONG SAID WEST LINE, 398.35 FEET; THENCE SOUTH 79 DEGREES 42'34" EAST 686.05 FEET; THENCE SOUTH 10 DEGREES 17'26" WEST 254.00 FEET TO A POINT OF CURVATURE, THENCE ALONG THE ARC OF SAID CURVE TO THE LEFT HAVING A RADIUS OF 270.00 FEET, THROUGH A CENTRAL ANGLE OF 5 DEGREES 31'03", AN ARC DISTANCE OF 26.00 FEET TO A POINT THAT IS DUE EAST FROM THE TRUE POINT OF BEGINNING; THENCE DUE WEST 616.75 FEET TO THE TRUE POINT OF BEGINNING.

PARCEL "B";

A NON EXCLUSIVE EASEMENT FOR INGRESS AND EGRESS; ROADWAY; AND PUBLIC AND PRIVATE UTILITIES, IN THE SOUTHEAST ¼ OF THE SOUTHWEST ¼ OF SECTION 23, TOWNSHIP 36 NORTH, RANGE 4 EAST, W.M., AND ALSO IN THE NORTHEAST ¼ OF THE NORTHWEST ¼ AND IN THE SOUTHEAST ¼ OF SAID NORTHWEST ¼ OF SECTION 26 OF SAID TOWNSHIP AND RANGE, SAID EASEMENT BEING 60 FEET IN WIDTH (EXCEPT FOR A 50 FOOT RADIUS CUL-DE-SAC AT THE NORTHERLY END OF SAID 60 FOOT WIDE EASEMENT), THE CENTERLINE OF SAID 60 FOOT WIDE EASEMENT BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:



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