



200202270129  
Skagit County Auditor

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When recorded mail to:

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

Subordination Agreement (Deed of Trust) **FIRST AMERICAN TITLE CO.**  
B67425-2

Beneficiary	Lender	Owners
KeyBank National Association P.O. Box 16430 Boise, ID 83715	Eagle Home Mortgage, a limited liability company 10121 Evergreen Way #30 Everett, WA 98204	Gary D. Hartley and Wendy G. Hartley, husband and wife 839 Shoshone Drive Lacconer, WA 98257
Account Number: 96473101375007		

**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 INSTRUMENTS.**

This Subordination Agreement is made and entered into as of February 25, 2002, by and between KeyBank National Association, hereinafter "Beneficiary", in favor of Eagle Home Mortgage, a limited liability company it's successors and/or assigns, hereinafter referred to as "Lender".

#### RECITALS

- A. Gary D. Hartley and Wendy G. Hartley, husband and wife did execute a Deed of Trust, dated December 12, 2000, to First American Title Insurance Company, as trustee covering the following described parcel of real property, situated in Skagit County, State of Washington: SEE ATTACHED EXHIBIT "A" to secure a note in the sum of \$50,000.00, dated December 12, 2000 in favor of KeyBank National Association, which deed of trust was recorded December 19, 2000, as Recording Number 200012190015, Official Records of said county. Said deed of trust is hereinafter referred to as the "Deed of Trust"
- B. Gary D. Hartley and Wendy G. Hartley, husband and wife, 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 \$290,000.00 dated 2-15-02, 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# 200202270128
- 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 \$290,000.00 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.

- (3) Deed of Trust to the lien or charge of the Loan Documents and shall supersede and cancel, but only insofar as would affect the priority between the deeds of trust hereinbefore specifically described, any prior agreements as to such subordinations, including, but not limited to, these provisions, if any, continued in the Deed of Trust, which provide for the subordination of the lien or charge therefore to another deed or deeds of trust or to another mortgage or mortgages.

Beneficiary declarer, agrees and acknowledges that:

- It consents to and approves all agreements, including but not limited to any loan or escrow agreements, between Owner and Lender for the disbursements of the proceeds of Lender's loan.
- Lender, in making disbursements pursuant to any such agreement, is under no obligation or duty to, nor has Lender represented that it will, see to the application of such proceeds by the person or persons to whom Lender disburses such proceeds and any application or use of such proceeds for purposes other than those provided for in such agreement or agreements shall not defeat the subordination herein made in whole or part.
- It intentionally and unconditionally waives, relinquishes and subordinates the lien or charge of the Deed of Trust in favor of the lien or charge upon said land of the Loan Documents and understands that in reliance upon, and in consideration of, this waiver, relinquishment and subordination, specific loans and advances are being and will be made and, as part and parcel thereof, specific monetary and other obligations are being and will be entered into which would not be made or entered into but for said reliance upon this waiver, relinquishment and subordination; and
- An endorsement has been placed upon the note accrued by the Deed of Trust that said Deed of Trust has by this instrument been subordinated to the lien or charge of the Loan Documents.

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 EXPANDED FOR OTHER PURPOSES THAN HOME IMPROVEMENT OF THE LAND.

Signed and acknowledged in the presence of:

Velma T. Moore-Pruitt  
Velma T. Moore-Pruitt, Witness

Amy Morabito  
Amy Morabito, Witness

KEYBANK NATIONAL ASSOCIATION

Jacqueline Smallridge  
Jacqueline Smallridge, Assistant Vice President

Kim L. Junod  
Kim L. Junod, Assistant Vice President

STATE OF Ohio )  
COUNTY OF Stark )

Before me, a Notary Public in and for the said County and State, personally appeared

Jacqueline Smallridge, Assistant Vice President and Kim L. Junod, Assistant Vice President of

KeyBank National Association, the corporation which executed the foregoing instrument who acknowledged that they did sign the foregoing instrument for and on behalf of said corporation, being thereunto duly authorized, and that the same is the free act and deed individually and as such officers and free act of deed of said corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal at Canton, Ohio, this the 25th day of February, 2002.



Velma T. Moore-Pruitt  
Notary Public

My commission expires: VELMA T. MOORE-PRUITT  
Notary Public, State of Ohio  
My Commission Expires April 23, 2004

THIS INSTRUMENT PREPARED BY: KEYBANK NATIONAL ASSOCIATION

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**EXHIBIT A**  
**Legal Description**

**Name (s)** Gary D Hartley and Wendy G. Hartley, husband and wife

The land referred to in this Report/Policy is situated in the State of Washington, County of Skagit, and is described as follows:

A Leasehold Interest in the following described property:

Lot 839, "AMENDED SURVEY OF SHELTER BAY DIVISION 5, Tribal and Allotted Lands of Swinomish Indian Reserve", as recorded on June 2, 1976 in Volume 1 of Surveys, pages 184 and 186, records of Skagit County, Washington, under Auditor's File Number 836134.



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