



200211120028

Skagit County Auditor

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Document Title:Subordination AgreementReference Number :2000 09290129Grantor(s):☐ additional grantor names on page ____1. Greenpoint mortgage

2.

Grantee(s):☐ additional grantee names on page ____1. GMAC mortgage

2.

Abbreviated legal description:☐ full legal on page(s) ____LOT 112 "SKYLINE NO. 8"Assessor Parcel / Tax ID Number:☐ additional tax parcel number(s) on page ____P59772

I Leah Friedrichs, am hereby requesting an emergency non-standard recording for an additional fee provided in RCW 36.18.010. I understand that the recording processing requirements may cover up or otherwise obscure some part of the text of the original document. Recording fee is \$8.00 for the first page, \$1.00 per page thereafter per document. In addition to the standard fee, an emergency recording fee of \$50.00 is assessed. This statement is to become part of the recorded document.

Signed

Leah Friedrichs

Dated

11-12-02

AND WHEN RECORDED MAIL TO:
NAME **GMAC MORTGAGE CORPORATION DBA**

~~DITECH.COM~~

STREET **3200 PARK CENTER DRIVE #150**
ADDRESS

CITY **COSTA MESA**

STATE **CA**

ZIP **92626**

GREENPOINT MORTGAGE FUNDING, INC.
2300 BROOKSTONE CENTER PARKWAY
COLUMBUS, GEORGIA 31904

THIS SPACE FOR RECORDER'S USE ONLY

0101647410

SUBORDINATION AGREEMENT

FIRST AMERICAN TITLE CO.

68782

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.

THIS AGREEMENT, made this 1ST day of May 2002
by JON L. NATTO AND LYNNE R. NATTO, HUSBAND AND WIFE owner of the land hereinafter described and hereinafter referred to as "Owner," and
GREENPOINT MORTGAGE FUNDING, INC., present
owner and holder of the deed of trust and note first hereinafter described and hereinafter referred to as "Beneficiary";

WITNESSETH

THAT WHEREAS, JON L. NATTO AND LYNNE R. NATTO, HUSBAND AND WIFE
did execute a deed of trust, dated SEPTEMBER 26, 2000 to GREENPOINT MORTGAGE FUNDING INC
LAND TITLE COMPANY, as trustee,
covering
the following described property:

LOT 112, "SKYLINE NO. 8", AS PER PLAT RECORDED IN VOLUME 9 OF PLATS, PAGES 72, 73 AND 74, RECORDS OF SKAGIT COUNTY, WASHINGTON.

to secure a note in the sum of \$ 30,300.00, dated SEPTEMBER 26, 2000
in favor of GREENPOINT MORTGAGE FUNDING CORP which deed of trust was
recorded 9/29/2000 as instrument no. 200009290129 in book _____ page _____
Official Records of said county; and

WHEREAS, Owner has executed, or is about to execute, a deed of trust and note in the sum of \$ 242,400.00 dated May 1, 2002
in favor of GMAC MORTGAGE CORPORATION INC DBA DITECH.COM
AP# 200305220110, hereinafter referred to as "Lender," payable with interest and upon the terms
and conditions described therein, which deed of trust is to be recorded concurrently herewith; and

WHEREAS, it is a condition precedent to obtaining said loan that said deed of trust last above mentioned shall unconditionally be and remain at all times a lien or charge upon the land hereinbefore described, prior and superior to the lien or charge of the deed of trust first above mentioned; and

WHEREAS, Lender is willing to make said loan provided the deed of trust securing the same is a lien or charge upon the above described property prior and superior to the lien or charge of the deed of trust first above mentioned and provided that Beneficiary will specifically and unconditionally subordinate the lien or charge of the deed of trust in favor of Lender; and



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WHEREAS, it is to the mutual benefit of the parties hereto that Lender make such loan to Owner; 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 first above mentioned.

FPS/OD-20 1203

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

- (1) That said deed of trust securing said note in favor of Lender, and any renewals or extensions thereof, shall Unconditionally be and remain at all times a lien or charge on the property therein described, prior and superior to the lien or charge of the deed of trust first above mentioned.
- (2) That Lender would not make its loan above described without this subordination agreement.
- (3) That this agreement shall be the whole and only agreement with regard to the subordination of the lien or charge of the deed of trust first above mentioned to the lien or charge of the deed of trust in favor of Lender above referred to 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 subordination including, but not limited to, those provisions, if any, contained in the deed of trust first above mentioned, which provide for the subordination of the lien or charge thereof to another deed or deeds of trust or to another mortgage or mortgages.

Beneficiary declares, agrees and acknowledges that

- (a) He consents to and approves (i) all provisions of the note and deeds of trust in favor of Lender above referred to, and (ii) all agreements, including but not limited to any loan or escrow agreements, between Owner and Lender for the disbursement of the proceeds of Lender's loan;
- (b) 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 in part;
- (c) He intentionally and unconditionally waives, relinquishes and subordinates the lien or charge of the deed of trust first above mentioned in favor of the lien or charge upon said land of the deed of trust in favor of Lender above referred to and understands that in reliance upon, and in consideration of, this waiver, relinquishment and subordination specific loans and advances 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
- (d) An endorsement has been placed upon the note secured by the deed of trust first above mentioned that said deed of trust has by this instrument been subordinated to the lien or charge of the deed of trust in favor of Lender above referred to.

NOTICE: THIS SUBORDINATION AGREEMENT 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.

Dated _____

STATE OF CALIFORNIA)

COUNTY OF _____) ss

On _____ before me _____

Personally appeared _____

personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument, and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s) or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Signature _____

Greenpoint Mort. Funding, Inc.

Beneficiary Linda Story-Daw, VP.

Beneficiary

See Attached



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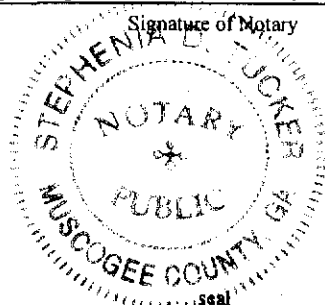
All Purpose Acknowledgement

State of Georgia
County of Muscogee

On 050602 before me, Stephenia D. Tucker, a Notary Public personally appeared Linda Story-Daw, personally known to me to be the person whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her authorized capacity, and that by her signature on the instrument the person or the entity upon behalf of which the person acted, executed the instrument.

Witness my hand and official seal

Stephenia D Tucker
Signature of Notary



MY COMMISSION EXPIRES
MAY 17, 2005



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