



200305090168  
Skagit County Auditor

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After Recording Mail To:  
Ditech.Com  
3200 PARK CENTER DRIVE  
COSTA MESA CA 92626  
Loan No. 654466700

FIRST AMERICAN TITLE CO.  
77711-2

**COVER PAGE FOR WASHINGTON SUBORDINATION**  
**AGREEMENTS**

**Type of Document to be Recorded:** SUBORDINATION AGREEMENT

**Beneficiary:** Horizon Bank  
**Mailing Address:** 1500 Cornwall Ave, Bellingham WA 98225

**New Lender:** Ditech.Com  
**Mailing Address:** 3200 PARK CENTER DRIVE, COSTA MESA CA 92626

**Legal Description:** LOT 1, 2 AND 3, BLOCK 202, "NORTHERN PACIFIC ADDITION TO ANACORTES", AS PER PLAT RECORDED IN VOLUME 2 OF PLATS, PAGE 9, RECORDS OF SKAGIT COUNTY, WASHINGTON

**Assessor's Property Tax Parcel Account Number(s):**

**Prior Recorded Document Reference:**

Original Deed of Trust Beneficiary: Horizon Bank  
Trustor(s) / Borrower(s): Bob L. Nestle  
Recorded: March 10, 2000  
Instrument No. 200003100002

200305090167

**Prepared By:**

Jon R. Turner and Associates, LLC  
2700 E. Sunset Road, Suite 6  
Las Vegas, NV 89120  
PH: 702-938-8900

**After Recording Mail To:**

Ditech.Com  
**3200 PARK CENTER DRIVE**  
**COSTA MESA CA 92626**  
Loan No. 654466700

Assessor's Parcel Number: 3809-202-003-0006 (P58265)

**SUBORDINATION AGREEMENT**

TITLE OF DOCUMENT

**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 Subordination Agreement, made this 11 day of APRIL, 2003 by **Horizon Bank** (hereinafter referred to as Beneficiary), present owner and holder of the Deed of Trust and note first hereafter described, in favor **Ditech.Com** (hereinafter referred to as "Lender");

**WITNESSETH**

THAT WHEREAS, **Bob L. Nestle and Judy A. Nestle, husband and wife**, (hereinafter referred to as "Owner") did execute a Deed of Trust, dated **March 6, 2000** to **Horizon Bank** as Beneficiary, covering that certain real property described as follows:

LOT 1, 2 AND 3, BLOCK 202, "NORTHERN PACIFIC ADDITION TO ANACORTES", AS PER PLAT RECORDED IN VOLUME 2 OF PLATS, PAGE 9, RECORDS OF SKAGIT COUNTY, WASHINGTON

AND more commonly known as: 2703 Oakes Avenue, Anacortes, Washington 98221

to secure a note in the sum of **\$22,000.00, plus interst, if any** dated **March 6, 2000**, in favor of **Horizon Bank** which Deed of Trust was recorded **March 10, 2000**, as INSTRUMENT/FILE NO. **200003100002**, Official Records of said county, and

WHEREAS, Owner has executed, or is about to execute, a Deed of Trust and note not to exceed the sum of \$\_\_\_\_\_ dated 4-14-03, 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; and

*Recorded Under AP# 200305090168*

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 mentioned, Owner has requested Beneficiary to subordinate Beneficiary's lien to the lien about to be taken by the Lender; and



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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 first above mentioned to the lien or charge of the Deed of Trust in favor of the Lender; and

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.

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 above referred to, it is hereby declared, understood and agreed to 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 mortgages 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.

Beneficiary declares, agrees and acknowledges that:

- (a) It consents to and approves (i) all provisions of the note and Deed 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.



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- (c) It intentionally 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 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 unto 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 LAND.**



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IN WITNESS WHEREOF, the PARTY(IES) has/have signed and sealed this subordination, the day and year above written.

BENEFICIARY:  
Horizon Bank

Attest:

By:

Renee A Nichols AVP

Judy E Boxx Vice President

Secretary

STATE OF Washington  
COUNTY OF Whatcom

ss

On this 11th day of April, 2003, before me, the undersigned, a Notary public in and for the said State, duly commissioned and sworn,

personally appeared Renee A Nichols

and Judy E Boxx to me known to be  
Assistant Vice

the Vice President and President ~~Secretary~~, respectively, of Horizon Bank, the corporation that executed the foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that the board of directors authorized them to execute the said instrument.

Witness my hand and official seal hereto affixed the day and year first above written

NOTARY STAMP/SEAL



Sandy L Saala  
NOTARY PUBLIC

MY Commission Expires: 2-1-04

Residing at: Bellingham  
Washington



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IN WITNESS WHEREOF, the PARTY(IES) has/have signed and sealed this subordination, the day and year above written.

LENDER:  
Ditech.Com

Attest:

NANCY ACOSTA BENITES

By:

ROBERT CAMEROTA

SENIOR VICE

President

ASSISTANT VICE PRESIDENT

STATE OF CALIFORNIA  
COUNTY OF ORANGE

ss

On this 23RD day of APRIL, 2003, before me, the undersigned, a Notary public in and for the said State, duly commissioned and sworn,

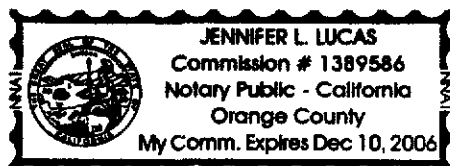
personally appeared ROBERT CAMEROTA

and NANCY ACOSTA BENITES to me known to be

the SENIOR VICE- ASSISTANT VICE PRESIDENT respectively, of Ditech.Com, the corporation that executed the foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that the board of directors authorized them to execute the said instrument.

Witness my hand and official seal hereto affixed the day and year first above written

NOTARY STAMP/SEAL



Jennifer L. Lucas  
NOTARY PUBLIC

MY Commission Expires: 12/10/06

Residing at: 3200 Park Ctr. Dr. #150  
Costa Mesa, CA 92624



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Loan No. 000654466700

OWNER(S):

Bob L. Nestle and Judy A. Nestle

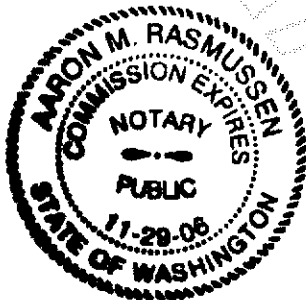
Bob L. Nestle  
Bob L. Nestle

Judy A. Nestle  
Judy A. Nestle

STATE OF Washington  
COUNTY OF Skagit ) ss

On this day personally appeared before me **Bob L. Nestle and Judy A. Nestle** to me known to be the individual(s) described in and who executed the within and foregoing instrument, and acknowledged that he/she/they signed the same as his/her/their free and voluntary act and deed, for the uses and purposes therein mentioned.

NOTARY STAMP/SEAL



Given under my hand and official seal of office this  
16 day of April, A.D., 2003.

Aaron M. Rasmussen  
NOTARY PUBLIC

MY Commission Expires: 11/29/06

Residing at: Anacortes, WA



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