



200306130142

Skagit County Auditor

6/13/2003 Page

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6 11:42AM

Recording requested by and return to:

Recording Department  
First American Lenders Advantage  
1801 Lakepointe Drive, Suite 1  
Lewisville, TX 75057

Loan No. \_\_\_\_\_

9945081

**COVER PAGE FOR WASHINGTON SUBORDINATION AGREEMENTS**

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

**Beneficiary:** Navy Federal Credit Union

**Mailing Address:** 820, FALLIN LN  
VIENNA VA 22180

**New Lender:** Priceline Mortgage

**Mailing Address:** 8201, CYPRESS PLAZA DR #100,  
JACKSONVILLE FL 32256

**Legal Description:** PARCEL (A): TRCT. 2, SHORT PLT. 14-79, SEC. 21, TWNShP. 35 N., RNG. 6 E., V. 3, PG. 99, AS FILE NO. 7904190033.

PARCEL (B): GOV. LT. 8, SEC. 21, TWNShP. 35 N., RNG. 6 E.

**Assessor's Property Tax Parcel Account Number(s):** 350621-0-030-0408

Original Deed of Trust Beneficiary: Navy Federal Credit Union

Truster(s) / Borrower(s): Bruce A. Johnson and Ellen K. Johnson, husband and wife

Recorded: July 10, 2000

Instrument No. 200007100073

200306130141

**Prepared By:**

Jon R. Turner & Associates, LLC  
2700 E. Sunset Road, Suite #8  
Las Vegas, NV 89120  
PH: 702-938-8900

~~After Recording Mail To:~~  
~~Priceline Mortgage~~

Loan No. 584522

Assessor's Parcel Number: 350621-0-030-0408

**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 15<sup>th</sup> day of February, 2002 by **Navy Federal Credit Union** (hereinafter referred to as Beneficiary), present owner and holder of the Deed of Trust and note first hereafter described, in favor **Priceline Mortgage** (hereinafter referred to as "Lender"); 200306130141

**WITNESSETH**

THAT WHEREAS, **Bruce A. Johnson and Ellen K. Johnson, husband and wife**, (hereinafter referred to as "Owner") did execute a Deed of Trust, dated **June 19, 2000** to **Navy Federal Credit Union** as Beneficiary, covering that certain real property described as follows:

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

PARCEL (A):

TRACT 2, SHORT PLAT 14-79, LOCATED IN SECTION 21, TOWNSHIP 35 NORTH, RANGE 6 EAST, W. M., APPROVED APRIL 17, 1979 AND RECORDED IN VOLUME 3 OF SHORT PLATS, PAGE 99, AUDITOR'S FILE NO. 7904190033, RECORDS OF SKAGIT COUNTY, WASHINGTON.

PARCEL (B):

THAT PORTION OF GOVERNMENT LOT 8, IF ANY, OF SECTION 21, TOWNSHIP 35 NORTH, RANGE 6 EAST, W. M., DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE EAST LINE OF SAID GOVERNMENT LOT 8, AND THE NORTH LINE OF THE SKAGIT RIVER HIGHWAY, AS IT EXISTED ON JUNE 29, 1962; THENCE WESTERLY ALONG THE NORTH LINE OF SAID ROAD A DISTANCE OF 900 FEET; THENCE NORTH PARALLEL TO THE EAST LINE OF SAID GOVERNMENT LOT 8, A DISTANCE OF 1100 FEET TO THE TRUE POINT OF BEGINNING; THENCE EAST 900 FEET, MORE OR LESS, TO THE EAST LINE OF SAID GOVERNMENT LOT 8, OR SAID LINE EXTENDED NORTH; THENCE NORTH ALONG SAID LINE TO THE POINT OF INTERSECTION WITH A LINE RUNNING EAST FROM A POINT ON THE CENTER LINE OF SAID SECTION 21 THAT IS 2402.6 FEET NORTH OF THE SOUTH QUARTER CORNER OF SAID SECTION 21; THENCE WEST ALONG SAID LINE A DISTANCE OF 900 FEET, MORE OR LESS, TO A POINT NORTH OF THE TRUE POINT OF BEGINNING; THENCE SOUTH TO THE TRUE POINT OF BEGINNING, EXCEPT THE WEST 100 FEET THEREOF.

SITUATE IN COUNTY OF SKAGIT, STATE OF WA.



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Loan No. \_\_\_\_\_

AND more commonly known as: 32603 South Lyman Ferry Road, Sedro Woolley, Washington 98284

to secure a note in the sum of **\$33,000.00** dated **June 19, 2000**, in favor of **Navy Federal Credit Union** which Deed of Trust was recorded **July 10, 2000**, as INSTRUMENT/FILE NO. **200007100073**, 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 \$ 190,000.00 dated Feb 15, 2002, 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

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

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.



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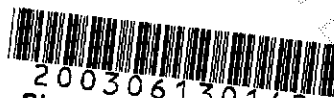
Loan No. \_\_\_\_\_

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.
- (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.**

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



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Loan No. \_\_\_\_\_

**BENEFICIARY:**

Navy Federal Credit Union

Attest:

By: \_\_\_\_\_



*Latisa M. Head*

LATISA M. HEAD VICE President

~~SECRETARY~~ SUSAN J. KIHLM ASSISTANT

TREASURER

STATE OF VIRGINIA )

COUNTY OF FAIRFAX )

SS

On this 15<sup>th</sup> day of February, 2002, before me, the undersigned, a Notary public in and for the said State, duly commissioned and sworn,

personally appeared LATISA M. HEAD VICE PRESIDENT

and SUSAN J. KIHLM ASSISTANT TREASURER to me known to be

the VICE President and ASSISTANT ~~SECRETARY~~, respectively, of Navy Federal Credit Union, 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



*Carmella M. Hephner*

NOTARY PUBLIC

CARMELLA M. HEPHNER

MY Commission Expires: JUNE 30, 2004

Residing at: FAIRFAX VIRGINIA



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Skagit County Auditor

Loan No. \_\_\_\_\_

OWNER(S):

Bruce A. Johnson  
Bruce A. Johnson

Ellen K. Johnson  
Ellen K. Johnson

STATE OF WASHINGTON)  
COUNTY OF SKAGIT )

SS

On this day personally appeared before me **Bruce A. Johnson and Ellen K. Johnson** 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



U09945081-02LC07

SUBORDINATION AG  
REF# 937536  
US Recordings

Given under my hand and official seal of office this  
17th day of March, A.D., 2002.

Sherry Krapp  
NOTARY PUBLIC

MY Commission Expires: 6-1-03

Residing at: Burlington WA



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