



200306200160
Skagit County Auditor

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WHEN RECORDED MAIL TO:
WASHINGTON MUTUAL BANK
1336 CORNWALL AVE, 2ND FLOOR
BELLINGHAM, WA 98225
ATTN: BARBARA RAE STILWELL

Loan No. 01-0089-006825063-8

CHICAGO TITLE C27118✓

SUBORDINATION AGREEMENT

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 RECORDED AS AF# 200306200159, RECORDS OF SKAGIT COUNTY, WASHINGTON.

THIS AGREEMENT, made this ~~12TH~~ 12TH day of JUNE 2003 BY
PAUL D MOREY AND TERESA A MOREY, HUSBAND AND WIFE
owner of the land hereinafter described and hereinafter referred to as "Owner", and
WASHINGTON MUTUAL BANK,
present owner and holder of the Security Instrument and Note first hereinafter
described and hereinafter referred to as "Beneficiary";

WITNESSETH

THAT WHEREAS, PAUL D MOREY AND TERESA A MOREY, HUSBAND AND WIFE did execute a Security Instrument^{**}, dated UNKNOWN TO LAND TITLE INSURANCE COMPANY, AS TRUSTEE, COVERING
^{**}recorded as AF#200212190011, records of Skagit County, WA.

See Exhibit "A" attached hereto and made a part hereof by this reference.

to secure a Note in the sum of \$20,000.00, dated UNKNOWN, in favor of WASHINGTON MUTUAL BANK which Security Instrument was recorded on DECEMBER 19, 2002 in Book ---, Page ---, Instrument No. 200212190011 Official Records, in the Office of the County Recorder of SKAGIT County, State of WASHINGTON, and

WHEREAS, Owner has executed, or is about to execute, a Security Instrument and Note in the sum of \$95,000.00, dated JUNE 12, 2003, in favor of WASHINGTON MUTUAL BANK, hereinafter referred to as "Lender", payable with interest and upon the terms and conditions described therein, which Security Instrument is to be recorded concurrently herewith; and



[REDACTED]

WHEREAS, it is a condition precedent to obtaining said loan that said Security Instrument 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 Security Instrument first above mentioned; and

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

- (1) That said Security Instrument 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 Security Instrument 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 Security Instrument first above mentioned to the lien or charge of the Security Instrument 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 agreement as to such subordination including, but not limited to, those provisions, if any, contained in the Security Instrument 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.



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Beneficiary declares, agrees and acknowledges that

- A. He consents to and approves (i) all provisions of the Note and Security Instrument 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 Security Instrument first above mentioned in favor of the lien or charge upon said land of the Security Instrument 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 into but for said reliance upon this waiver, relinquishment and subordination; and
- D. An endorsement has been placed upon the Note secured by the Security Instrument first above mentioned that said Security Instrument has by this instrument been subordinated to the lien or charge of the Security Instrument 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.



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[Redacted Box]

BENEFICIARY
WASHINGTON MUTUAL BANK

By: Kevin Q. Sutton
Name: KEVIN SUTTON

Title: ASS'T MANAGER

OWNER

By: Paul D Morey
PAUL D MOREY

By: Teresa A Morey
TERESA A MOREY

(ALL SIGNATURES MUST BE ACKNOWLEDGED)

IT IS RECOMMENDED THAT, PRIOR TO THE EXECUTION OF THIS SUBORDINATION AGREEMENT, THE PARTIES CONSULT WITH THEIR ATTORNEYS WITH RESPECT THERETO.

(SUBORDINATION FORM "A")

THE STATE OF _____ §

COUNTY OF _____ §

On _____ before me, _____
(Notary Name and Title)

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 _____

(This area for official notarial seal)



THE STATE OF _____ §

COUNTY OF _____ §

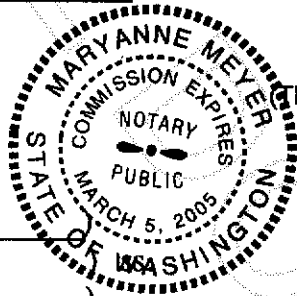
On _____ before me, _____
(Notary Name and Title)

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 _____



(this area for official notarial seal)

STATE OF Washington

COUNTY OF Skagit

On this day personally appeared before me PAUL D. MOREY and TERESA A. MOREY,

to me known to be the individual(s) described in and who executed the within and foregoing instrument and acknowledged to me that he/she/they signed the same as his/her/their free and voluntary act and deed for the purposes therein mentioned.

Given under my hand and official seal this 16th day of June, 2003.

Mary Anne Meyer
Notary Public in and for the State of Washington,
residing at Sedro-Woolley
Mary Anne Meyer

My appointment expires: March 5, 2005



THE STATE OF Washington §

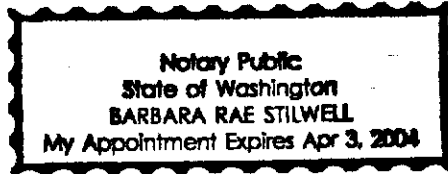
COUNTY OF Whatcom §

On 6-18-03 before me, Barbara Rae Stilwell
(Notary Name and Title)

Personally appeared **KEVIN SUTTON, ASS'T MANAGER** 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 [Handwritten Signature]



(This area for official notarial seal)



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EXHIBIT "A"

LOT 36, REPLAT OF EVERGREEN ACRES DIVISION NO. 1, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 10 OF PLATS, PAGES 13 AND 14, RECORDS OF SKAGIT COUNTY, WASHINGTON. SITUATED IN SKAGIT COUNTY, WASHINGTON.



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