



200307220156

Skagit County Auditor

7/22/2003 Page 1 of 2 4:03PM

**FIRST AMERICAN TITLE CO.**  
**SUBORDINATION AGREEMENT A7M187E-3**

THIS AGREEMENT made this 18 day of July, 2003, in favor of CAPITOL COMMERCE MORTGAGE COMPANY, with an office at 11201 SE 8TH ST STE 105, BELLEVUE WA 98004 ("Lender") by KeyBank National Association, having a place of business at 4910 Tiedeman Rd. Ste B, Brooklyn, OH 44144. (Subordinate Lender")

**WITNESSETH:**

WHEREAS, Subordinate Lender is the owner and holder of the following mortgage/deed of trust covering the property located at 4113 D CT, ANACORTES WA 98221-3385 and as more fully described therein ("Mortgaged Property"), and of the note or bond which said mortgage/deed of trust secures ("Subordinate Lender Note"):

- a) Mortgage/Deed of Trust dated January 11, 2002, made by S. A. John Carabba and Barbara Lielanie Carabba, Trustees of the Carabba Family Trust dated October 22, 1992 to KeyBank National Association, to secure the sum of \$50,000.00 recorded on Real Property in the Skagit County Recorder/Clerk's Office in Washington Book/Liber 200201220021 Page N/A ("Subordinate Lender Mortgage").

WHEREAS, on condition that the Subordinate Lender Mortgage/Deed of Trust be subordinated in the manner hereinafter appearing, Lender has or is about to accept a mortgage covering the Mortgaged Property, made by S. A. John Carabba and Barbara Lielanie Carabba, Trustees of the Carabba Family Trust dated October 22, 1992 ("Borrower") to Lender to secure the amount of (\$239,000.00) and interest, said mortgage being hereinafter collectively referred to as the "Lender Mortgage".

NOW, THEREFORE, in consideration of One Dollar (1.00) and other good and valuable consideration and to induce Lender to accept the Lender Mortgage the receipt and sufficiency of said consideration being hereby acknowledged, Subordinate Lender does hereby covenant, consent and agree with Lender as follows:

The Subordinate Lender Mortgage/Deed of Trust shall be and is hereby made subject and subordinate in lien to the lien of the Lender Mortgage in the principal amount of \$239,000.00 and interest together with any and all advances heretofore or hereinafter made under and pursuant to the Lender Mortgage and together with any and all renewals or extensions of the Lender Mortgage or the note secured thereby, ("Lender Note").

*recorded under af # 200307220155*

THIS AGREEMENT may not be changed or terminated orally and shall be binding upon and inure to the benefit of the respective heirs, legal representatives, successors and assigns, of the parties hereto.

IN WITNESS WHEREOF, Subordinate Lender hereto has duly executed this agreement the day and year first above written.

**KeyBank National Association**

Elizabeth S. Jarvis  
Elizabeth S. Jarvis, Witness

Carey Bullock  
Carey Bullock, Witness

Jeffrey P. Kendro  
Jeffrey P. Kendro, AVP

Joel P. Martineau  
Joel P. Martineau, Officer

STATE OF OHIO

COUNTY OF STARK

Before me, a Notary Public in and for the said County and State, personally appeared Jeffrey P. Kendro, AVP and Joel P. Martineau, Officer 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 18 day of July, 2003.



Elizabeth S. Jarvis  
Notary Public

My commission expires: Sept. 18, 2006

ELIZABETH S. JARVIS  
Notary Public, State of Ohio  
My Commission Expires September 18, 2006

THIS INSTRUMENT PREPARED BY: KeyBank National Association

**When Recorded Mail to:**  
KeyBank National Association  
PO Box 16430  
Boise, ID 83715



200307220156  
Skagit County Auditor

7/22/2003 Page 2 of 2 4:03PM