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Skagit County Auditor

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SUBORDINATION AGREEMENT

WHEN RECORDED MAIL TO:

COUNTRYWIDE HOME LOANS, INC
MSN SV-79 / DOCUMENT CONTROL DEPT
PO BOX 10266
VAN NUYS, CALIFORNIA 91410-0266

PREPARED BY: john callander

LOAN #: 20412623

ESCROW/CLOSING #: b74754/31443786

B74754E-2

FIRST AMERICAN TITLE CO.

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 is made this 12th day of august, 2003, by michael august and cheryl august,

REF #s: 200211250008 (subordinator)
200308290061

Initials:

PC

Countrywide Home Loans Grantor
August, Michael
August, Cheryl
Countrywide Home Loans Grantee

LOAN:20412623

Owner of the land hereinafter described and hereinafter referred to as "Owner" and **COUNTRYWIDE HOME LOANS, INC.** present owner and holder of the deed of trust and note first hereinafter described and hereinafter referred to as "Beneficiary";

WITNESSETH

THAT WHEREAS, **MICHAEL AUGUST AND CHERYL AUGUST** did execute a lien, dated **11/14/2002** to **COUNTRYWIDE HOME LOANS, INC.**, as "Trustee," covering: **SEE EXHIBIT "A"** to secure a note in the sum of **\$50,000.00**, dated **11/14/2002** in favor of **COUNTRYWIDE HOME LOANS, INC.**, which Deed of Trust was recorded **11/25/2002**, in book page **DOC #200211250008** of 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 **\$233,700.00**, dated **08 / 14 / 2003**, **RECORDED UNDER AF # 200308290062** IN FAVOR OF **COUNTRYWIDE HOME LOANS, INC.**, **4500 PARK GRANADA, CALABASAS, CA 91302-1613**

herein after referred to as "Lender", payable with interest and upon terms and conditions described therein, which deed of trust is to be recorded concurrently herewith: and

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

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

WHEREAS, it is to the mutual benefit of the parties hereto that Lender make such a loan to Owner; and Beneficiary is willing that the deed of trust securing the same shall, when recorded, continue a lien or charge upon said land which is unconditionally prior and superior to the lien 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 referenced to, 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 first above mentioned.
- (2) That Lender would not make its loan described without this subordination agreement.
- (3) That this agreement shall be the whole and only agreement with regard to the subordination of the lien first mentioned to the lien or charge of the deed of trust in favor of the Lender above referred to and shall supercede and cancel, but only insofar as would greatly 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 lien first above mentioned, which provide for the subordination of the lien to a deed of trust.

Beneficiary declares, agrees and acknowledges that

- (a) He consents and approves (i) all provision of the note and deed of trust in favor of Lender above referenced to, and (ii) all agreements, including but not limited to any new loan or escrow agreements, between Owner and Lender for disbursement of the proceeds of Lender's Loan;

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(b) Lender is making disbursements pursuant to any such agreement is under no obligation or duty to, nor had Lender represented that it will, see to the application of such proceeds by the person or persons to whom the 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 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, relinquish and subordinate specific loans and advances are being 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, relinquish and subordination; and

(d) An endorsement had been placed upon the lien first above mentioned that said lien has by this instrument been subordinated to 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 IMPROVEMENTS OF THE LAND.

COUNTRYWIDE HOME LOANS, INC.


PATRICIA CALLANDER

FIRST VICE PRESIDENT



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EXHIBIT "A"

The land referred to in this report/policy is situated in the State of Washington, County of Skagit, and is described as follows:

That portion of Government Lot 2 and the Northeast 1/4 of the Northwest 1/4 of Section 16, Township 36 North, Range 3 East, W.M., lying Northeasterly of the right of way of State Road No. 1, known as the Pacific Highway, described as follows:

Beginning at a point 1,386.36 feet South and 1,738.48 feet East of the Northwest corner of said Section 16, marked with a nail in the center of an access road at the projection of the Southerly edge of the Richard N. Steele Home; thence North 23 degrees West 147.79 feet along the centerline of said access road also being a line common with an adjacent parcel deeded to Jerry V. Schreuder, to the point of intersection of a curve to the right; thence North 52 degrees 34' East 54.60 feet along the centerline of said access road, also being common with said Schreuder property; thence North 12 degrees West 60.00 feet along a line common with said Schreuder property to the Northwesterly corner of said Schreuder property; thence South 82 degrees West 66.59 feet; thence South 67 degrees West 180 feet, more or less, to the Easterly right of way line of State Highway 11; thence Southeasterly along said right of way approximately 344 feet to a point which lies South 67 degrees West from a point of intersection with a line extended South 23 degrees East 100 feet from the point of beginning; thence North 67 degrees East 120 feet, more or less, to said point of intersection; thence North 23 degrees West 100 feet to the point of beginning.

EXCEPTING THEREFROM any portion thereof lying within State Road No. 1, known as Pacific Highway and State Highway 11.



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ALL PURPOSE ACKNOWLEDGMENT

STATE OF TEXAS
COUNTY OF COLLIN

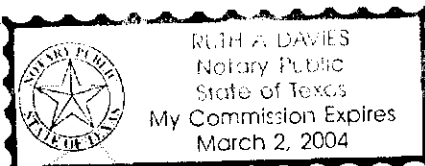
}
}

On 8/12/03 before me, **RUTH DAVIES** personally appeared **PATRICIA CALLANDER, FIRST VICE PRESIDENT**, 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]



(NOTARY SEAL)

ATTENTION NOTARY: Although the information requested below is **OPTIONAL**, it could prevent fraudulent attachment of this certificate to another document.

THIS CERTIFICATE **MUST** BE ATTACHED TO THE DOCUMENT DESCRIBED AT RIGHT.

Title of Document Type _____
Number of Pages _____ Date of Document _____
Signer(s) Other Than Named Above _____



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