



200309120262

Skagit County Auditor

9/12/2003 Page

1 of

6 4:02PM

Recording requested by and  
when recorded return to:

CONSUMER LOAN RECORDS CENTER  
1170 SILVER RD  
HOUSTON, TX 77055  
ATTN: MAILSTOP: CLRLVLTXX

108698-PE  
LAND TITLE COMPANY OF SKAGIT COUNTY



**Washington Mutual**

## SUBORDINATION AGREEMENT

Loan Number: 01-0103-  
000929308-5

**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 AGREEMENT, made this 03 day of September, 2003, by TIM D BRUCE, WHO ACQUIRED TITLE AS TIM BRUCE AND GAIL BERG BRUCE, 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";

200309120261  
WITNESSETH

THAT WHEREAS, TIM BRUCE AND GAIL BERG BRUCE, HUSBAND AND WIFE, as Grantor, did execute a Security Instrument, dated APRIL 23, 1999 to LAND TITLE CO, as Trustee, covering:

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

to secure a Note in the sum of \$63,000.00, dated APRIL 23, 1999, in favor of which Security Instrument was recorded on APRIL 28, 1999, in Book N/A, Page N/A, Instrument No. 9904280006, of 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 \$322,700.00, dated SEPTEMBER 3, 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 Recorded 9/12/03

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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.

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



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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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**BENEFICIARY**  
WASHINGTON MUTUAL BANK

By: *B. A. Noble*  
Name: B. A. NOBLE  
Title: Corporate Officer

**OWNER**

By: *Tim D. Bruce*  
TIM D BRUCE  
By: *Gail Berg Bruce*  
GAIL BERG BRUCE

(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")

STATE OF WASHINGTON )

) ss

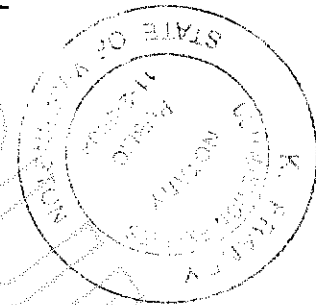
COUNTY OF Skagit

On this day personally appeared before me Tim D. Bruce & Gail  
and Berg Bruce, to me known to be the individuals  
described in and who executed the within and foregoing instrument, and acknowledge that they signed  
the same as their free and voluntary act and deed for the uses and purposes therein mentioned.

WITNESS my hand and official seal this 8th day of Sept, 2003

*Heaney*  
Notary Public in and for the State of Washington  
residing at: Mt Vernon

My commission expires: 11-02-06



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STATE OF WASHINGTON )  
 ) ss

COUNTY OF \_\_\_\_\_ )

On this day personally appeared before me \_\_\_\_\_  
and \_\_\_\_\_

\_\_\_\_\_, to me known to be the individuals  
described in and who executed the within and foregoing instrument, and acknowledge that they signed  
the same as their free and voluntary act and deed for the uses and purposes therein mentioned.

WITNESS my hand and official seal this \_\_\_\_\_ day of \_\_\_\_\_.

\_\_\_\_\_  
Notary Public in and for the State of Washington  
residing at: \_\_\_\_\_

My commission expires: \_\_\_\_\_

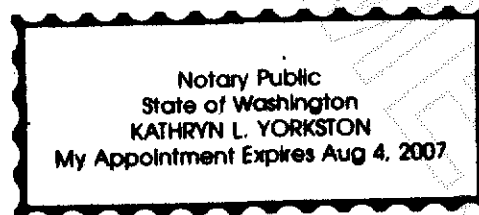
STATE OF WASHINGTON )  
 ) ss  
COUNTY OF WHATCOM )

I certify that I know or have satisfactory evidence that B A NOBLE is the person  
who appeared before me and said person acknowledged that they signed this instrument on oath stated  
that they are authorized to execute the instrument and acknowledged it as the corporate officer of  
Washington Mutual Bank, to be their free and voluntary act of such party (ies) for the uses and purposes  
therein mentioned.

WITNESS my hand and official seal this 3RD day of SEPTEMBER, 2003.

Kathryn L. Yorkston  
Kathryn L. Yorkston

Notary Public in and for the State of Washington  
My commission expires: August 4, 2007



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**EXHIBIT "A"**

THE EASTERLY 80 FEET OF LOT 12 AND THE EASTERLY 1/2 OF LOTS 10, 11 AND 13, BLOCK S,  
"MAP OF LACONNER, WHATCOM COUNTY, WASHN. TERRY., 1872," AS PER PLAT RECORDED IN  
VOLUME 2 OF PLATS, PAGE 49, RECORDS OF SKAGIT COUNTY, WASHINGTON.  
SITUATE IN THE COUNTY OF SKAGIT, STATE OF WASHINGTON.