

AFTER RECORDING MAIL TO:

HomeStreet Bank  
2000 Two Union Square  
601 Union Street  
Seattle, WA 98101



200310160124

Skagit County Auditor

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File for Record at Request of  
Yen Le

**CHICAGO TITLE CO.**

*C288666*

**Subordination Agreement**

Reference Number(s): 254584  
Grantor(s): Northwest Telco Credit Union  
Grantee(s): HomeStreet Bank

**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.**

The undersigned subordinator and owner agrees as follows:

1. Northwest Telco Credit Union referred to herein as "subordinator", is the owner and holder of a mortgage dated November 3, 2000 which is recorded in volume \_\_\_\_\_ of Mortgages, page \_\_\_\_\_ under auditor's file No. 200011080075, records of Skagit County.
2. HomeStreet Bank referred to herein as "lender", is the owner and holder of a mortgage dated October 9, 2003 executed by Torsten R. Pundt and Lisa J. Claybo, husband and wife (which is recorded in volume \_\_\_\_\_ of Mortgages, page \_\_\_\_\_ under auditor's file No. 200310160124 records of Skagit County) (which is to be recorded concurrently herewith).
3. Torsten R. Pundt and Lisa J. Claybo, husband and wife referred to herein as "owner", is the owner of all the real property described in the mortgage identified above in Paragraph 2.
4. In consideration of benefits to "subordinator" from "owner", receipt and sufficiency of which is hereby acknowledged, and to induce "lender" to advance funds under its mortgage and all agreements in connection therewith, the "subordinator" does hereby unconditionally subordinate the lien of his mortgage identified in Paragraph 1 above to the lien of "lender's" mortgage, identified in Paragraph 2 above, and all advances or charges made or accruing thereunder, including any extension or renewal thereof.
5. "Subordinator" acknowledges that, prior to the execution hereof, he has had the opportunity to examine the terms of "lender's" mortgage, note and agreements relating thereto, consents to and approves same, and recognizes that "lender" has no obligation to "subordinator" to advance any funds under its mortgage or see to the application of "lender's" mortgage funds, and any application or use of such funds for purposes other than those provided for in such mortgage, note or agreements shall not defeat the subordination herein made in whole or in part.
6. It is understood by the parties hereto that "lender" would not make the loan secured by the mortgage in Paragraph 2 without this agreement.
7. This agreement shall be the whole and only agreement between the parties hereto with regard to the subordination of the lien or charge of the mortgage first above mentioned to the lien or charge of the mortgage in favor of "lender" above referred to and shall supercede and cancel any prior agreements as to such, or any, subordination including, but not limited to, those provisions, if any, contained in the mortgage first above mentioned, which provide for the subordination of the lien or charge thereof to a mortgage or mortgages to be thereafter executed.
8. The heirs, administrators, assigns and successors in interest of the "subordinator" shall be bound by this agreement. Where the word "mortgage" appears herein it shall be considered as "deed of trust", and gender and number of pronouns considered to conform to undersigned.

Executed this 6<sup>th</sup> day of October, 2003

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

[Signature]  
[Signature]  
\_\_\_\_\_  
\_\_\_\_\_

By: Philip J. Poehler  
Its: VICE PRESIDENT OF LENDING

STATE OF \_\_\_\_\_ }  
County of \_\_\_\_\_ } SS:

I certify that I know or have satisfactory evidence that

\_\_\_\_\_ is/are the individual(s) who appeared before me, and said Individual(s) acknowledged that he/she/they signed this instrument and acknowledged it to be his/her/their free and voluntary act for the uses and purposes mentioned in this instrument.

Given under my hand and seal this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

Notary Public in and for the State of \_\_\_\_\_  
Residing at \_\_\_\_\_  
My appointment expires \_\_\_\_\_

STATE OF Washington }  
County of Snohomish } SS:

I certify that I know or have satisfactory evidence that

Philip J. Poehler  
\_\_\_\_\_ is/are the individual(s) who appeared before me, and said Individual(s) acknowledged that he/she/they signed this instrument, on oath stated that he/she/they is/are authorized to execute the instrument and acknowledge it as the VICE PRESIDENT OF LENDING of \_\_\_\_\_ to be the free and voluntary act of such party Northwest Plus Credit Union (Formerly Northwest Telco CU) for the uses and purposes mentioned in this instrument.

Given under my hand and seal this 6th day of Oct, 2003.

Nancy K. Bolling  
Notary Public in and for the State of Washington  
Residing at Everett  
My appointment expires 10/19/2005

