

81222133426562001  
Service Request#: 1-16122306



200403290175  
Skagit County Auditor

3/29/2004 Page 1 of 5 11:56AM

~~WHEN RECORDED MAIL TO:~~

Prepared by:

500 Enterprise Road  
Horsham, PA 19044  
ATTN: Tamika Scott

## SUBORDINATION AGREEMENT

THIS AGREEMENT, made January 12, 2004, by GMAC MORTGAGE CORPORATION DBA DITECH.COM, present owner and holder of the Note first hereinafter described and hereinafter referred to as "Beneficiary";

### WITNESSETH:

THAT WHEREAS, DANIEL T NUESSEN ("Owner"), did execute a Deed of Trust dated 1/26/2002, to TRANS NATION TITLE COMPANY, as trustee, covering:

SEE ATTACHED

To secure a Note in the sum of \$ 15,000.00 dated 1/26/2002 in favor of GMAC Mortgage Corporation doing business as ditech.com., which Deed of Trust was recorded 2/14/2002, Instrument 200202140107, Book , Page Skagit County, Official Records.

WHEREAS, Owner has executed, or is about to execute, a Deed of Trust and note in the sum of \$ 118,749.00 dated 09/31/03 in favor of WELLS FARGO HOME MORTGAGE, hereinafter referred to as "Lender", payable with interest and upon the terms and conditions described therein, which Deed of Trust is to be recorded ~~concurrently~~ herewith; and

Inst 200302260137 Rec. 08/26/03

WHEREAS, it is a condition precedent to obtaining said loan that said Deed of Trust last above mentioned shall unconditionally be and remain at all times a lien or charge upon the land herein before described, prior and superior to the lien or charge of the Deed of Trust first above mentioned; and

WHEREAS, Lender is willing to make said loan provided the Deed of Trust securing the same is a lien or charge upon the above described property prior and superior to the lien or charge of the Deed of Trust first above mentioned and provided that Beneficiary will specifically and unconditionally subordinate the lien or charge of the Deed of Trust first above mentioned to the lien or charge of the Deed of Trust 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 Deed of Trust 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 Beneficiary's Deed of Trust 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 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 Deed of Trust securing said note in favor of Lender, 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 Beneficiary's Deed of Trust first above mentioned.
- (2) That Lender would not make its loan above described without this Subordination Agreement.
- (3) Nothing herein contained shall affect the validity or enforceability of Beneficiary's Deed of Trust except for the subordination as aforesaid.

Beneficiary declares, agrees and acknowledges that

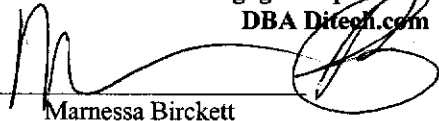
Recording requested by: LSI  
When recorded return to:  
Custom Recording Solutions  
2550 N. Redhill Ave.  
Santa Ana, CA. 92705  
800-756-3524 ext. 5011

4/1/04

It intentionally and unconditionally waives, relinquishes and subordinates the lien or charge of the Deed of Trustee 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, relinquishment and subordination, a specific loan is 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, relinquishment and subordination.



GMAC Mortgage Corporation  
DBA Ditech.com

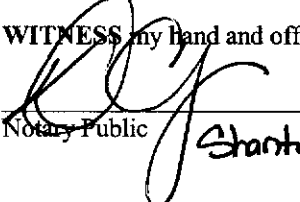
By:   
Marnessa Birckett  
Title: Limited Signing Officer

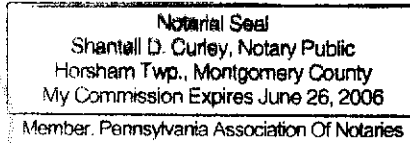
Attest:   
Sean Flanagan  
Title: Limited Signing Officer

COMMONWEALTH OF PENNSYLVANIA :  
: ss  
COUNTY OF MONTGOMERY :

On this 1/12/04, before me, SHANTELL D. CURLEY, the undersigned, a Notary Public in and for said County and State, personally appeared Marnessa Birckett, Limited Signing Officer and Sean Flanagan, Limited Signing Officer, 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.

  
Notary Public Shantell D. Curley



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## Legal Description

### Exhibit "A"

Loan Number :

Borrower : Daniel T. Nuessen

THE FOLOWING DESCRIBED REAL ESTATE, SITUATED IN THE COUNTY OF SKAGIT,  
STATE OF WASHINGTON:

PARCEL 1:

TRACT C, SKAGIT COUNTY SHORT PLAT NO. 23-85, APPROVED SEPTEMBER 19, 1985,  
AND RECORDED SEPTEMBER 20, 1985, IN VOLUME 7 OF SHORT PLATS, PAGE 44, UNDER  
AUDITOR'S FILE NO. 8509200002, RECORDS OF SKAGIT COUNTY, WASHINGTON; BEING A  
PORTION OF THE SOUTH HALF OF THE SOUTHEAST QUARTER OF SECTION 2,  
TOWNSHIP OF 34 NORTH, RANGE 3 EAST OF THE WILLAMETTE MERIDIAN;

EXCEPT THE NORTHWESTERLY 5 FEET  
THEREOF.

PARCEL 2:

THE SOUTHEASTERLY 5 FEET OF THE NORTHEASTERLY 198 FEET OF TRACT E, SKAGIT  
COUNTY SHORT PLAT NO. 23-85, APPROVED SEPTEMBER 19, 1985, AND RECORDED  
SEPTEMBER 20, 1985, IN VOLUME 7 OF SHORT PLATS, PAGE 44, UNDER AUDITOR'S FILE  
NO. 8509200002, RECORDS OF SKAGIT COUNTY, WASHINGTON; BEING A PORTION OF  
THE SOUTH HALF OF THE SOUTHEAST QUARTER OF SECTION 2, TOWNSHIP 34 NORTH,  
RANGE 3 EAST OF THE WILLAMETTE MERIDIAN.

PARCEL 3:

AN UNDIVIDED 25% INTEREST IN TRACT E, SKAGIT COUNTY SHORT PLAT NO. 23-85,  
APPROVED SEPTEMBER 19, 1985, AND RECORDED SEPTEMBER 20, 1985, IN VOLUME 7  
OF SHORT PLATS, PAGE 44, UNDER AUDITOR'S FILE NO. 8509200002, RECORDS OF  
SKAGIT COUNTY WASHINGTON; BEING A PORTION OF THE SOUTH HALF OF SOUTHEAST  
QUARTER OF SECTION 2, TOWNSHIP 34 NORTH, RANGE 3 EAST OF THE WILLAMETTE



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## Legal Description

### Exhibit "A"

Loan Number :  
MERIDIAN;

Borrower : Daniel T. Nuessen

EXCEPT THE FIVE FOLLOWING DESCRIBED  
PORTIONS THEREOF:

(1) THE SOUTHEASTERLY 5 FEET OF THE  
NORTHEASTERLY 198 FEET THEREOF;

(2) THE NORTHWESTERLY 5 FEET OF THE  
SOUTHEASTERLY 10 FEET OF THE  
NORTHEASTERLY 259.46 FEET THEREOF;

(3) THE NORTHWESTERLY 5 FEET OF THE  
SOUTHEASTERLY 15 FEET OF THE  
NORTHEASTERLY 259.46 FEET THEREOF;

(4) THAT CERTAIN 5 FOOT WIDE STRIP OF  
LAND LYING BETWEEN THE SOUTHWESTERLY  
EXTENSIONS OF THE NORTHWESTERLY AND  
SOUTHWESTERLY LINES OF EXCEPTION 3  
HEREINABOVE;

(5) THAT CERTAIN 5 FOOT WIDE STRIP OF  
LAND THE CENTERLINE OF WHICH RUNS  
BETWEEN THE MID-POINT ON THE  
SOUTHWESTERLY LINE OF EXCEPTION 2  
HEREINABOVE AND THE EASTERLY MOST  
CORNER OF TRACT D OF SAID SHORT PLAT.

PARCEL 4:

AN EASEMENT FOR INGRESS, EGRESS, AND UTILITIES OVER AND ACROSS TRACT E, THE



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## Legal Description

### Exhibit "A"

Loan Number :

Borrower : Daniel T. Nuessen

NORTHWESTERLY 5 FEET OF TRACT C, AND THE SOUTHEASTERLY 10 FEET OF TRACT D, SKAGIT COUNTY SHORT PLAT NO. 23-85, APPROVED SEPTEMBER 19, 1985, AND RECORDED SEPTEMBER 20, 1985, IN VOLUME 7 OF SHORT PLATS, PAGE 44, UNDER AUDITOR'S FILE NO. 8509200002, RECORDS OF SKAGIT COUNTY, WASHINGTON; BEING A PORTION OF THE SOUTH HALF OF THE SOUTHEAST QUARTER OF SECTION 2, TOWNSHIP 34 NORTH, RANGE 3 EAST OF THE WILLAMETTE MERIDIAN.

SITUATED IN SKAGIT COUNTY, WASHINGTON.



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