



200405070048

Skagit County Auditor

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200404120199

Skagit County Auditor

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Recording requested by and  
when recorded return to:CONSUMER LOAN RECORDS CENTER  
1170 SILVER RD  
HOUSTON, TX 77055  
ATTN: MAILSTOP: CLRVLTTX

Washington Mutual

Land Title Co

re-record to correct auditors #

111520-SE

## SUBORDINATION AGREEMENT

Loan Number: 616668653

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 INSTRUMENTTHIS AGREEMENT, made this 05 day of April, 2004, by JAMES R GOODMAN AND KAREN M  
GOODMAN, owner of the land hereinafter described and hereinafter referred to as "Owner", and  
WASHINGTON MUTUAL, present owner and holder of the Security Instrument and Note first hereinafter  
described and hereinafter referred to as "Beneficiary",

## WITNESSETH

THAT WHEREAS, JAMES R GOODMAN AND KAREN M GOODMAN, HUSBAND AND WIFE, as  
Grantor, did execute a Security Instrument, dated FEBRUARY 20TH, 2004 to GROUP 9, INC. as Trustee,  
covering:

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

to secure a Note in the sum of \$38,000.00, dated FEBRUARY 12, 2004, in favor of which Security  
Instrument was recorded on, in Book, Page, Instrument No., of Official Records, in the Office of the  
County Recorder of SKAGIT County, State of Washington, and  
Auditors # 200402200153  
recorded 2/20/04\* April 3, 2004  
WHEREAS, Owner has executed, or is about to execute, a Security Instrument and Note in the sum of  
\$132,500.00, dated MARCH 31, 2004\* in favor of WASHINGTON MUTUAL, 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 4/12/04  
Auditors # 200404120198WHEREAS, it is a condition precedent to obtaining said loan that said Security Instrument first 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; andWHEREAS, 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; andWHEREAS, 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.

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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 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.

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**NOTICE: THIS SUBORDINATION AGREEMENT CONTAINS A PROVISION WHICH ALLOWS THE PERSON OBLIGATED ON YOUR REAL PROPERTY SECURITY TO OBTAIN A**



Loan Number: 616668653

**LOAN, A PORTION OF WHICH MAY BE EXPENDED FOR OTHER PURPOSES THAN  
IMPROVEMENT OF THE LAND.**

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Loan Number: 616668653

BENEFICIARY  
WASHINGTON MUTUAL BANK

By: [Signature]  
Name: TONY FADALE  
Title: Corporate Officer

OWNER

By: [Signature]  
JAMES R GOODMAN  
By: [Signature]  
KAREN M GOODMAN

(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

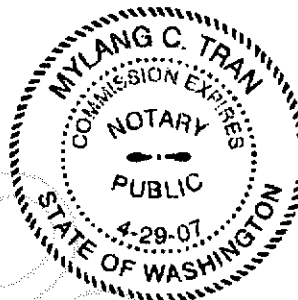
COUNTY OF King  
On this day personally appeared before me Tony Fadale

and Corporate Officer of Washington Mutual 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 6<sup>th</sup> day of April, 2004

Mylang C. Tran  
Notary Public in and for the State of Washington  
residing at: Renton

My commission expires: 04/29/07



STATE OF WASHINGTON

COUNTY OF Skagit

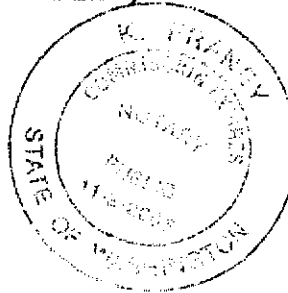
On this day personally appeared before me James R. Goodman  
and Karen M. Goodman

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 7th day of April, 2004

Notary Public in and for the State of Washington  
residing at: MT Vernon

My commission expires: 11-02-06



STATE OF WASHINGTON

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: \_\_\_\_\_

EXHIBIT "A"

SEE ATTACHED EXHIBIT



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Escrow No.: 111520-SE

**EXHIBIT "A"**

**LEGAL DESCRIPTION**

Lot 65, "THUNDERBIRD," as per plat recorded in Volume 9 of Plats, pages 34 and 35, records of Skagit County, Washington.

Situate in the City of Mount Vernon, County of Skagit, State of Washington.



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2:19PM



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UNOFFICIAL

STATE OF WASHINGTON } ss.  
COUNTY OF SKAGIT

I, Auditor of Skagit County, State of Washington, do hereby  
certify that the foregoing copy of Subordination Agreement  
is a true and correct copy from the record, as the same appears to  
be of O/R of Page -  
Number 20040412069 of Records of Skagit County.

IN TESTIMONY WHEREOF, I hereunto set my hand and seal of my  
office this 7th day of May, 2004

N. Brummett

Auditor

By Jane Frazier

Deputy



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