



200408310197

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



SUBORDINATION AGREEMENT

Loan Number: 601284102

CHICAGO TITLE IC32184

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 20 day of August, 2004, by Dennis B. Moehl and Margaret L. Moehl, husband and wife, owner of the land hereinafter described and hereinafter referred to as "Owner", and Dennis B. Moehl and Margaret L. Moehl, present owner and holder of the Security Instrument and Note first hereinafter described and hereinafter referred to as "Beneficiary";

WITNESSETH

THAT WHEREAS, Dennis B. Moehl and Margaret L. Moehl, as Grantor, did execute a Security Instrument, dated February 24, 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 \$100,000, dated February 24, 2004, in favor of Washington Mutual Bank which Security Instrument was recorded on March 3, 2004, Instrument No. 200403030067, 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 \$210,000, dated August 23, 2004, in favor of Washington Mutual Bank, FA, 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 under Auditor File No. 200408310 197,

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 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.



Loan Number: 60184102

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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Skagit County Auditor

Loan Number: 60184102

BENEFICIARY

Washington Mutual Bank

By: *Vickie Levenson*
Name: Vickie Levenson

Title: Corporate Officer

OWNER

By: *Dennis B. Moehl*
Dennis B. Moehl

By: *Margaret L. Moehl*
Margaret L. Moehl

(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

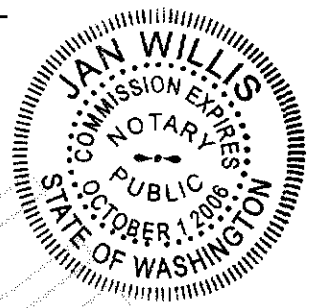
On this day personally appeared before me DENNIS B. MOEHL
and

MARGARET L. MOEHL, 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 25 day of AUGUST, 2004.

Jan Willis
Notary Public in and for the State of Washington
residing at: Mount Vernon

My commission expires: 10-1-2006



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Skagit County Auditor

Loan Number: 60184102

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: _____

Walter

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: _____



CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of Orange

Jozef Orzechowski

On Aug 20, 2004 before me, _____
Date Name and Title of Officer (e.g., "Jane Doe, Notary Public")

personally appeared Vickie Levenson
Name(s) of Signer(s)

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]
Signature of Notary Public

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

SUBORDINATION AGREEMENT

Title or Type of Document: _____

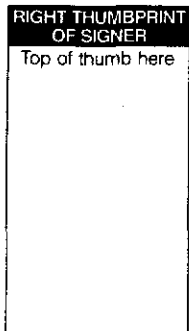
Document Date: August 20, 2004 Number of Pages: _____

Signer(s) Other Than Named Above: Dennis B Moehl and Margaret L. Moehl

Capacity(ies) Claimed by Signer(s)

Signer's Name: Vickie Levenson

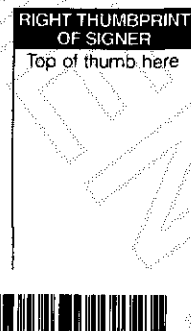
- Individual
- Corporate Officer
Title(s): _____
- Partner — Limited General
- Attorney-in-Fact
- Trustee
- Guardian or Conservator
- Other: _____



Signer Is Representing:
Washington Mutual Bank

Signer's Name: _____

- Individual
- Corporate Officer
Title(s): _____
- Partner — Limited General
- Attorney-in-Fact
- Trustee
- Guardian or Conservator
- Other: _____



Signer Is Representing: _____



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Skagit County Auditor

PARCEL A:

That portion of the Northwest Quarter of the Northwest Quarter of Section 35, Township 36 North, Range 3 East of the Willamette Meridian, described as follows:

Beginning at a point 825 feet South and 660 feet East of the Northwest corner of said subdivision;
Thence South $0^{\circ}05'15''$ West, parallel with the West line of said subdivision a distance of 165 feet;
Thence North $88^{\circ}38'32''$ East a distance of 644 feet; more or less, to a point which is 23.16 feet West of the East line of said subdivision;
Thence North $0^{\circ}05'15''$ West, parallel with the West line of said subdivision, a distance of 165 feet;
Thence South $88^{\circ}38'32''$ West a distance of 644 feet; more or less, to the point of beginning;

EXCEPT that portion thereof, if any, lying within the right of way of County Road;

Situated in Skagit County, Washington

PARCEL B:

That portion of the Northwest Quarter of the Northwest Quarter of Section 35, Township 36 North, Range 3 East of the Willamette Meridian, described as follows:

Beginning at a point 825 feet South and 924 feet East of the Northwest corner of said subdivision, said point being the Southeast corner of a tract conveyed to Harvey Donald Johnson by Deed recorded August 23, 1973 under Auditor's File No. 789875, records of Skagit County, Washington;
Thence North $0^{\circ}05'15''$ West, along the East line of said Johnson tract, a distance of 234.69 feet to a point on the Southwesterly right of way line of the 60 foot County Road;
Thence Southeasterly along the Southwesterly line of said County Road to a point which lies North $88^{\circ}38'32''$ East a distance of 363 feet from the point of beginning;
Thence South $88^{\circ}38'32''$ West a distance of 363 feet, more or less, to the point of beginning.

Situated in Skagit County, Washington

- END OF EXHIBIT "A" -



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