005083001 **RETURN TO:** Skagit County Auditor Verity Credit Union 11027 Meridian Avenue North, Suite 200 2 3:31PM 8/30/2005 Page 1 of P.O. Box 75974 Seattle, WA 98175-5974 Loan # 4973 SUBORDINATION AGREEMENT 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. CHICAGO TITLE CO. 1036127-The undersigned subordinator and owner agrees as follows: 1. Verity Credit Union fka NW Federal Credit Union, referred to herein as "subordinator", is the owner and holder of a mortgage dated 12/29/2000 under auditor's file No. <u>2000 2900 77</u> records of SKAGIT County, State of Washington. The property is legally described as: LOT 16 VIEW ACRES ADDITION TO ANACORTES, ACCORDING TO THE PLAT THEREOF, RECORDED IN VOLUME 7 OF PLATS, PAGE 19, RECORDS OF SKAGIT COUNTY, WASHINGTON; SITUATE IN SKAGIT COUNTY, WASHINGTON.

 2. Verity Credit Union fka NW Federal Credit Union, referred to herein as "lender", is the Owner and Holder of a mortgage dated auditor's file No. 2005 0.8 300 1 2-0

 records of SKAGIT
 County, State of Washington.

## 3. JOSE L AGUILAR AND MELISSA D AGUILAR

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 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 related 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, not 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 of charge of the mortgage first above mentioned to 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 supersede 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 of charge thereof to a mortgage or mortgages to be thereafter executed.

8. The heirs, administrator, 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.

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

Executed this Dath 25th day of August 05  $\mathbf{z}$ SEL AGUILAR MELISSA D AGUILAR

Verity Credit Union fka NW Federal Credit Union Title: Loan Officer

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STATE OF WASHINGTON, } County of ARAG }

I hereby certify that I know or have satisfactory evidence that

JOSE L'AGUILAR AND MELISSA D'AGUILAR

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

SS.

en ig 25 Dated **DOERS** Notary Public in and for the State of Washington he -----Residing at DEANNA M. ROE My appointment expires TT 06-10 Printed Name STATE OF WASHINGTON. County of ss. On this day, \_\_\_\_\_\_\_, the undersigned officer, personally appeared before me and acknowledged herself/himself to be the Loan Officer of Verity Credit Union fka NW Federal Credit Union and that she/he, as such Officer, is authorized to execute the foregoing instrument for the purposes therein contained, by signing as representative for caid company. said company. Dated August 19th, 2005 Va Notary Public in and for the State of Washington Residing at Ma Howard 9 My appointment expires Ina **Printed Name** ERA 06AN SHINGTON vcu subord 2



