## AFTER RECORDING MAIL TO:

200509200121 Skagit County Auditor

WHEN RECORDED MAIL TO: WASHINGTON MUTUAL BANK, FA CONSUMER LOAN RECORDS CENTER ATTN: CLRYLTTX 1170 SILBER ROAD HOUSTON, TEXAS 77055

64227929

9/20/2005 Page

1 of

1:36PM

Filed for Record at Request of:
First American Title Of Skagit County

Escrow Number: 85857

Please see attached learn

## **Subordination Agreement**

Reference Number(s): 85857 Grantor(s): Washington Mutual Bank Grantee(s): Mortgage Works FIRST AMERICAN TITLE CO.

85857-2

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	washington Mutuat Bank, PA	
	referred to herein as "subordinator", is the owner and holder of a mortgage dated	March 31, 2005
	referred to herein as "subordinator", is the owner and holder of a mortgage dated which is recorded in velucity 50m of 57,000 00 of Mortgages, page	
	under auditor's file No. 200503310119 , records of Skagit	County.
	Mortgage Works / HSBC Mortgage Corporation	
2.	referred to herein as "lender", is the owner and holder of a mortgage dated	
	executed by Len H. Mascott and Brenda K. Mascott	
	(which is recorded in volume of Mortgages, page	,
	auditor's file No. 200509200130 records of Skagit	County) (which
	is to be recorded concurrently herewith). In the som of 175.000.	20
2	Len H. Maccott and Brenda K. Mascott	

- 3. Len H. Mascott and Brenda K. Mascott
  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 repewal 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.

. 2005
A DDAVICION WHICH ALLOWS THE DEDSON
A PROVISION WHICH ALLOWS THE PERSON CURITY TO OBTAIN A LOAN A PORTION OF
RPOSES THAN IMPROVEMENT OF THE LAND.
THE EXECUTION OF THIS SUBORDINATION
R ATTORNEYS WITH RESPECT THERETO.
KATIORIETS WITH RESIDENT THERETO.
Mortgage Works
SS:
, the
acknowledged that he/she/they signed this instrument
ary act for the uses and purposes mentioned in this
<i>*</i>
ary Public in and for the State of
ding at
appointment expires:

## **ACKNOWLEDGMENT**

State of WASHINGTON _	_)
County of SNOHOMISH	)

I certify that I know or have satisfactory evidence that <u>Tracey L. Larson</u> is the person who appeared before me, and said person acknowledged that (he / she) signed this instrument on oath stated that (he / she) was authorized to execute the instrument and acknowledge it as the <u>Designated Signer</u> of <u>Washington Mutual Bank</u>, <u>FA</u> to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: 08/31/05

Title: Notary Public

My Appointment expires: 10/15

Notary Public .
State of Washington
CRYSTAL L CALVO
My Appointment Expires Oct 15, 2008

The land referred to in this report/policy is situated in the State of Washington, County of Skagit, and is described as follows:

Lot 1, Short Plat No. 95-007, approved August 25, 1995, recorded September 18, 1995, in Book 12 of Short Plats, page 27, under Auditor's File No. 9509180016 and being a portion of the Northwest 1/4 of Section 13, Township 35 North, Range 5 East, W.M..

(Also known as a portion Tract 5, "BACUS HILL").

EXCEPT mineral reservations as reserved in documents recorded under Auditor's File Nos. 8810110042 and 9104160086.

9/20/2005 Page

4 of

1:36PM

Executed this 30 day of August, 3005	
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.	
A A	
TIME A CHOUSE THE ITA (A MONDO)	•
Washington Viutual Bank, FA Mortgage Works	<b>=</b>
Things L Legan, Declarated Storer	
Washington Mutual Bank, FA, Successor	
by merger to Washington Mutual Bank	
State of WASHING TON	
State of WASHING TON  County of KINGS  SS:	
County of	
I certify that I know or have satisfactory evidence that LAURA 3HIELD3 the	
person(s) who appeared before me, and said person(s) acknowledged that he/she/they signed this instrument	
and acknowledge it to be his/her/their free and voluntary act for the uses and purposes mentioned in this	
I was a second to the second t	
instrument	
The state of the s	
Date: 9.14.05	
The state of the s	
The state of the s	
Date: 9.14.05 Muhlly offman	· · · · · · · ·
Date: 9.14.05  Michilly Africa  Notary Public in and for the State of WASHING TON	
Date: 9.14.05  Muchilla Africa  Notary Public in and for the State of WASHING TONI  Residing at Renton, WA	
Date: 9.14.05  Michilly Africa  Notary Public in and for the State of WASHING TON	
Date: 9.14.05  Muchilla Africa  Notary Public in and for the State of WASHING TONI  Residing at Renton, WA	
Date: 9.14.05  Muchilla Africa  Notary Public in and for the State of WASHING TONI  Residing at Renton, WA	
Date: 9.14.05  Muchilla Africa  Notary Public in and for the State of WASHING TONI  Residing at Renton, WA	
Date: 9.14.05  Muchilla Africa  Notary Public in and for the State of WASHING TONI  Residing at Renton, WA	
Date: 9.14.05  Muchilla Africa  Notary Public in and for the State of WASHING TONI  Residing at Renton, WA	
Date: 9.14.05  Muchilla Africa  Notary Public in and for the State of WASHING TONI  Residing at Renton, WA	