

Recording requested by and  
when recorded return to:

CONSUMER LOAN RECORDS CENTER  
1170 SILVER RD  
HOUSTON, TX 77055  
ATTN: MAILSTOP: CLRVLTTX



200510310130  
Skagit County Auditor  
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## SUBORDINATION AGREEMENT

FIRST AMERICAN TITLE CO. Loan Number: 68623  
B 86328-2

**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**

THIS AGREEMENT, made this 24th day of October, 2005, by Jason A Lambert and Katie A Lambert, husband and wife, owner of the land hereinafter described and hereinafter referred to as "Owner", and Washington Mutual Bank, present owner and holder of the Security Instrument and Note first hereinafter described and hereinafter referred to as "Beneficiary";

### WITNESSETH

THAT WHEREAS, **Jason A Lambert and Katie A Lambert, husband and wife**, as Grantor, did execute a Security Instrument, dated October 8, 2004 to Group 9, Inc., a Pennsylvania corporation, as Trustee, covering:

See attached exhibit "A"

to secure a Note in the sum of \$31,000.00 dated October 8, 2004, in favor of Washington Mutual Bank which Security Instrument was recorded on October 21, 2004, under Instrument No. 200410210068, 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 \$182,500.00, dated October 24, 2005 in favor of Washington Mutual Bank, 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 200510310129

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.

**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.**



**BENEFICIARY**

BY:

Name:

**Title:**

Elaine Morgan, Team Mgr.

Washington Mutual Bank

Corporate Officer

**OWNER**

**BY:**

## Jason A Lambert

**By:**

**Katie A Lambert**

**(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

On ~~20th~~<sup>23rd</sup> this ~~day~~<sup>day</sup> October personally appeared before me  
J. Elaine Morgan 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 24<sup>th</sup> day of OCTOBER, 2007.

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

**My commission expires:**

Notary Public  
State of Washington  
HELEN M. BERNARD  
My Appointment Expires Dec 18, 2005



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Skagit County Auditor

STATE OF WASHINGTON )

) ss

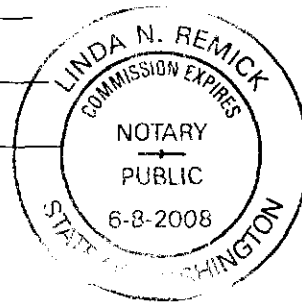
COUNTY OF Skagit )

On 25th this October day 2005 personally appeared before me  
Jason A. Lambert and Katie A. Lambert, 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 25th day of October, 2005.

Linda N. Remick  
Notary Public in and for the State of Washington  
residing at: Stanwood

My commission expires: 6-8-08



STATE OF WASHINGTON )

) ss

COUNTY OF \_\_\_\_\_ )

On \_\_\_\_\_ this \_\_\_\_\_ day \_\_\_\_\_ personally appeared before me  
\_\_\_\_\_, 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"**



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Skagit County Auditor

**"EXHIBIT A"**  
**Legal description**

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

Lot 19, "PLAT OF WEST VIEW", as recorded June 4, 2003 under Auditor's File No. 200306040117, records of Skagit County, Washington; TOGETHER WITH the North 92 feet of the following described property:

Lot 1 of Short Plat No. BURL-1-86, approved December 16, 1986, recorded December 24, 1986 in Volume 7 of Short Plats, at page 151, under Auditor's File No. 8612240005, being a portion of the West ½ of Tract 48, "PLAT OF BURLINGTON ACREAGE PROPERTY", as per plat recorded in Volume 1 of Plats, page 49, records of Skagit County, Washington.



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