



200512150118

Skagit County Auditor

12/15/2005 Page 1 of 3 3:14PM

**AFTER RECORDING MAIL TO:**

Thomas & Alice Brooks  
4589 Rolling Dunes Ln  
Oak Harbor WA 98277

Filed for Record at Request of :  
Land Title Company Of Skagit County  
Escrow Number: 119020-k

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## Subordination Agreement

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Reference Number(s): 200509130168

Grantor(s): 2100 Group, LLC

Grantee(s): PENSCO Trust company Custodian FBO Gabriella Trusty TR1AW

**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. PENSCO Trust Company Custodian FBO Gabriella Trusty TR1AW  
referred to herein as "subordinator", is the owner and holder of a mortgage dated September 9, 2005  
which is recorded in volume \_\_\_\_\_ of Mortgages, page \_\_\_\_\_  
under auditor's file No. 200509130168, records of Skagit County  
Mortgage Electronic Registration Systems, INC. (MERS) (Clarion Mfg)
2. referred to herein as "lender", is the owner and holder of a mortgage dated December 7, 2005  
executed by Thomas & Alice Brooks  
(which is recorded in volume \_\_\_\_\_ of Mortgages, page \_\_\_\_\_,  
auditor's file No. 200512080101 records of Skagit County) (which  
is to be recorded concurrently herewith).
3. Thomas P Brooks and Alice E Brooks, husband and wife  
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 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 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.

PENSCO Trust Company Custodian

FBO Gabriella Rusty

IRA Account Number TRIAN  
c/o PENSCO, Inc. 450 Sansome Street, 14th Floor  
San Francisco, CA 94111-3306  
(415) 274-5600 Fax (415) 956-3016  
Tax ID: 02-0526633

Executed this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_

**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.**

VP 12/12/05

STATE OF Washington }  
County of \_\_\_\_\_, SS:

I certify that I know or have satisfactory evidence that \_\_\_\_\_  
signed this instrument, on oath stated that \_\_\_\_\_  
authorized to execute the instrument and acknowledged it as the \_\_\_\_\_  
of \_\_\_\_\_ to be the free and voluntary act of such  
party for the uses and purposes mentioned in this instrument.

Dated: \_\_\_\_\_

"see attached"  
Notary Public in and for the State of Washington  
Residing at \_\_\_\_\_  
My appointment expires: \_\_\_\_\_



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**JURAT**

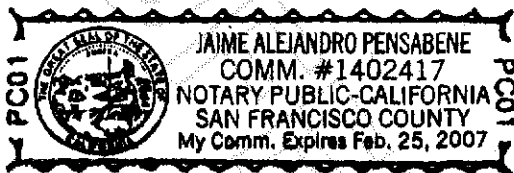
State/Commonwealth of California } ss.  
County of San Francisco

Subscribed and sworn to (or affirmed) before me

this 12<sup>th</sup> day of December, 2005, by  
Date Month Year

(1) Jaime Lo, PENSIO V.P.  
Name of Signer #1

(2) \_\_\_\_\_  
Name of Signer #2



Place Notary Seal and/or Any Stamp Above

\_\_\_\_\_  
Signature of Notary Public

JAIME ALEJANDRO PENSABENE  
Other Required Information (Printed Name of Notary, Residence, etc.)

**OPTIONAL**

Though the information in this section 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.

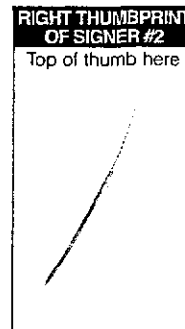
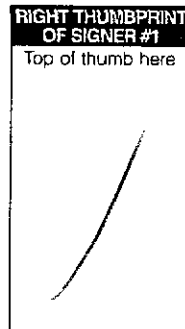
**Description of Attached Document**

Title or Type of Document: Subordination Agreement

Document Date: None Number of Pages: Two(2)

Signer(s) Other Than Named Above: \_\_\_\_\_

re: PENSIO PBO Gabriella Trust by TRIAW (IPA)



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