

WHEN RECORDED RETURN TO:

WASHINGTON MUTUAL BANK  
HOUSTON CONSUMER LOAN CENTER CLRVLTX  
1170 SILBER ROAD  
HOUSTON, TX 77055



200601040101

Skagit County Auditor

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## Chicago Title Insurance Company

425 Commercial Street – Mount Vernon, Washington 98273 IC35219/BE9982

DOCUMENT TITLE(s):

1. SUBORDINATION AGREEMENT

REFERENCE NUMBER(s) OF DOCUMENTS ASSIGNED OR RELEASED:

200506170086 and 200506270184

GRANTOR(s):

1. VIRGIL R. DODGE
2. THELMA J. DODGE
3. WASHINGTON MUTUAL BANK, FA

GRANTEE(s):

1. PROVIDENT FUNDING ASSOCIATES, L.P.

ABBREVIATED LEGAL DESCRIPTION:

PTN. SW, SEC. 25, T36N, R3E W.M.

☒ Complete legal description is on page 7 of the document

ASSESSOR'S PROPERTY TAX PARCEL ACCOUNT NUMBER(s):

360325-3-005-0005 (P48264)  
360325-3-003-0007 (P48261)  
360325-3-005-0200 (P120732)

This cover sheet is for the County Recorder's indexing purposes only.  
The Recorder will rely on the information provided on the form and will not read the document to  
verify the accuracy or completeness of the indexing information provided herein.

WHEN RECORDED MAIL TO:  
WASHINGTON MUTUAL BANK  
HOUSTON CONSUMER LOAN CENTER CLRVLTTX  
1170 SILBER ROAD  
HOUSTON, TX 77055

Loan Number: 661026922

SPACE ABOVE FOR RECORDER'S USE ONLY

## 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

THIS AGREEMENT, made this **29th** day of **December, 2005**, by

**Virgil R. Dodge and Thelma J. Dodge**

owner of the land hereinafter described and hereinafter referred to as "Owner," and

**Washington Mutual Bank, FA**

present owner and holder of the Deed of Trust and Note first hereinafter described and hereinafter referred to as "Beneficiary";

### WITNESSETH

THAT WHEREAS, **Virgil R. Dodge and Thelma J. Dodge**, as Trustor, did execute a Deed of Trust, dated **May 16, 2005**, to **Group 9, Inc., a Pennsylvania Corporation**, as Trustee, covering:

Property per Exhibit "A" attached hereto and made a part hereof

to secure a Note in the sum of **\$50,000.00**, dated **May 16, 2005**, in favor of **Washington Mutual Bank, FA, a federal association** which Deed of Trust was recorded on **June 17, 2005**, Instrument No. **200506170086**, 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 Deed of Trust and Note in the sum of **\$204,500.00**, dated June 21, 2005, in favor of **Provident Funding Associates, L.P.**, hereinafter referred to as "Lender," payable with interest and upon the terms and conditions described therein, which Deed of Trust is to be recorded concurrently herewith\*, and  
\*\*under Auditor's File No. 200506270184



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WHEREAS, it is a condition precedent to obtaining said loan that said Deed of Trust 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 deed of trust first above mentioned; and

WHEREAS, Lender is willing to make said loan provided the Deed of Trust securing the same is a lien or charge upon the above described property prior and superior to the lien or charge of the Deed of Trust first above mentioned and provided that Beneficiary will specifically and unconditionally subordinate the lien or charge of the Deed of Trust first above mentioned to the lien or charge of the Deed of Trust 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 Deed of Trust 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 Deed of Trust 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 Deed of Trust securing said Note in favor of Lender 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 Deed of Trust 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 Deed of Trust first above mentioned to the lien or charge of the Deed of Trust 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 Deed of Trust 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 Deed of Trust 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 Deed of Trust first above mentioned in favor of the lien or charge upon said land of the Deed of Trust 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 Deed of Trust first above mentioned that said Deed of Trust has by this instrument been subordinated to the lien or charge of the of Deed of Trust 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.



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Loan Number: 661026922

**BENEFICIARY**

Washington Mutual Bank, FA

By: Crystal L Calvo

Name: Crystal L Calvo

Title: Designated Signer

**OWNER:**

By: Virgil R. Dodge  
Virgil R. Dodge

By: Thelma J. Dodge  
Thelma J. Dodge

(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")

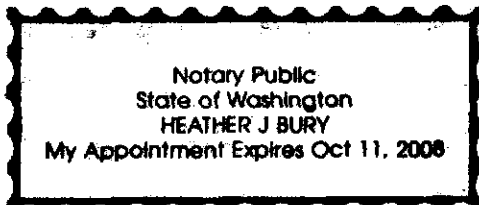
State of Washington )  
 ) ss.  
County of Snohomish )

I certify that I know or have satisfactory evidence that Crystal L Calvo 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 Designated Signer for Washington Mutual Bank, FA to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: Dec 30, 2005

Heather J Bury  
Notary Signature

Heather J Bury  
Typed or Printed Name of Notary Public



Notary Public  
My Appointment expires: Oct 11, 2008



Skagit County Auditor

THE STATE OF Washington §

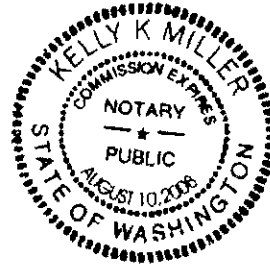
COUNTY OF Skagit §

On January 4, 2006 before me, Kelly K. Miller,  
(Notary Name and Title)  
personally appeared Virgil R. Dodge

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 Kelly K. Miller



THE STATE OF Washington §

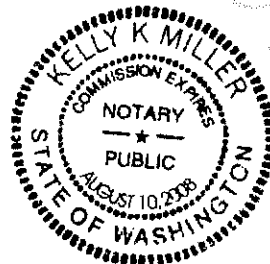
COUNTY OF Skagit §

On January 4, 2006, before me, Kelly K. Miller,  
(Notary Name)

personally appeared Thelma J. Dodge,  
personally known to me to be the persons whose names are subscribed to the within instrument and acknowledged to me that they executed the same in their authorized capacities, and that by their signatures on the instrument on the persons, or the entity upon behalf of which the persons acted, executed the instrument.

WITNESS my hand and official seal.

Signature Kelly K. Miller



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## EXHIBIT "A"

That portion of the Southwest Quarter of the Southwest Quarter of Section 25, Township 36 North, Range 3 East of the Willamette Meridian, described as follows:

Beginning at the intersection of the West line of said Southwest Quarter of the Southwest Quarter and the Northerly right-of-way line of Colony Road, as said road existed on December 26, 1968;

Thence North, along the West line of said Southwest Quarter of the Southwest Quarter, a distance of 208 feet to the true point of beginning;

Thence continuing North, along said West line, a distance of 783 feet;

Thence Northeasterly to a point on the North line of said Southwest Quarter of the Southwest Quarter this is 460 feet East of the Northwest corner thereof;

Thence South, parallel to the West line of said Southwest Quarter of the Southwest Quarter, a distance of 1000 feet, more or less, to the said Northerly right-of-way line of Colony Road;

Thence Southwesterly, along said Northerly line, a distance of 480 feet, more or less, to a point that is 183 feet Northeasterly, as measured along said Northerly line, of the point of beginning; thence Northwesterly a distance of 193 feet to the true point of beginning.

TOGETHER WITH that portion of the West Half of the Southwest Quarter of Section 25, Township 36 North, Range 3 East of the Willamette Meridian, described as follows:

Commencing at the intersection of the West line of said Southwest Quarter and the Northerly right of way line of Colony Road, as said road existed on December 26, 1968;

Thence North along said West line, a distance of 991 feet to the point of beginning of this description;

Thence Northeasterly to a point on the North line of the Southwest Quarter of the Southwest Quarter that is 460 feet East of the Northwest corner thereof;

Thence North parallel with the West line of the Southwest Quarter of said Section 25 to the North line thereof;

Thence West along said North line to the Northwest corner of the Southwest Quarter of said Section 25;

Thence South along the West line of the Southwest Quarter to the point of beginning of this description.

Situated in Skagit County, Washington.

- END OF EXHIBIT "A" -



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