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Skagit County Auditor

4/17/2006 Page 1 of 3 11:15AM

200604060085

Skagit County Auditor

4/6/2006 Page 1 of 3 3:20PM

130

WHEN RECORDED RETURN TO:

Name: Chicago Title Company  
Address: P.O. Box 638  
City, State, Zip Mount Vernon, WA 98273

RE-RECORD TO CORRECT AUDITOR'S FILE NUMBERS

# CHICAGO TITLE COMPANY

IC38033

## 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.

The undersigned subordinator and owner agrees as follows:

1. **JOSEPH A. KELLY and DONNA D. KELLY, wife and husband and JAMES K. O'BRYAN and VICKY F. O'BRYAN, husband and wife** referred to herein as "subordinator", is the owner and holder of a Deed of Trust dated **February 16, 2006**, which is recorded in volume \_\_\_\_\_ of Mortgages, page \_\_\_\_\_, under Auditor's File No ~~200604060083~~ 200604060084 records of Skagit County, Washington.

2. **LONG BEACH MORTGAGE** referred to herein as "lender" is the owner and holder of the mortgage dated **27th day of March, 2006**, executed by **KIMBERLY M. KIRK, a single woman** (which is recorded in volume \_\_\_\_\_ of Mortgages, page \_\_\_\_\_, under Auditor's File No. ~~200604060083~~ 200604060084) records of **Skagit** County, Washington) (which is to be recorded concurrently herewith).

3. **KIMBERLY M. KIRK, a single woman** \* referred to herein as "owner", is the owner of all the real property described in the mortgage identified above in Paragraph 2. \* **a married woman dealing as her sole and separate property.**

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 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 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.

Executed this 28th day of March, 2006

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.

Kimberly M. Kirk  
KIMBERLY M. KIRK

Joseph A. Kelly  
JOSEPH A. KELLY

Vicky O'Bryan  
VICKY F. O'BRYAN

James K. O'Bryan  
JAMES K. O'BRYAN  
Donna D. Kelly  
DONNA D. KELLY

James T. Lengel  
JAMES T. LENGEL

STATE OF WASHINGTON  
COUNTY OF Skagit

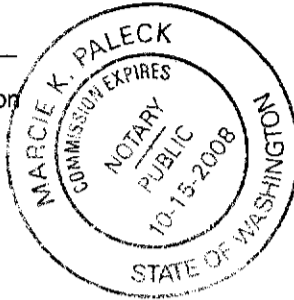
AND JAMES T. LENGEL

I certify that I know or have satisfactory evidence that KIMBERLY M. KIRK the person(s) who appeared before me, and said person(s) acknowledged that she signed this instrument and acknowledged it to be her free and voluntary act for the uses and purposes therein mentioned in this instrument.

Dated: March 28 2006

Marcie K. Paleck

Marcie K. Paleck  
Notary Public in and for the State of Washington  
Residing at Mount Vernon  
My appointment expires: October 15, 2008



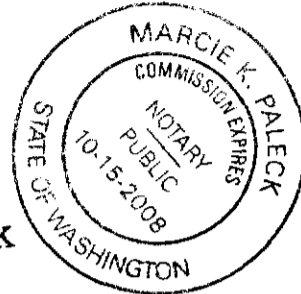
200604170136  
Skagit County Auditor

STATE OF WASHINGTON  
COUNTY OF Skagit

I certify that I know or have satisfactory evidence that JOSEPH A. KELLY and DONNA D. KELLY the person(s) who appeared before me, and said person(s) acknowledged that they signed this instrument and acknowledged it to be their free and voluntary act for the uses and purposes therein mentioned in this instrument.

Dated: March 28 2006

Marcie K. Paleck  
Notary Public in and for the State of Washington  
Residing at Mount Vernon  
My appointment expires: October 15 2008



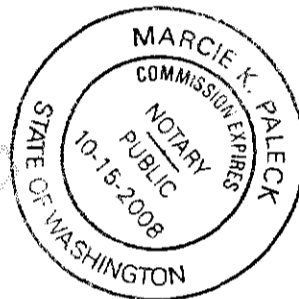
STATE OF WASHINGTON  
COUNTY OF Skagit

MARCIE K. PALECK

I certify that I know or have satisfactory evidence that JAMES K. O'BRYAN and VICKY F. O'BRYAN the person(s) who appeared before me, and said person(s) acknowledged that they signed this instrument and acknowledged it to be their free and voluntary act for the uses and purposes therein mentioned in this instrument.

Dated: March 29 2006

Marcie K. Paleck  
Notary Public in and for the State of Washington  
Residing at Mount Vernon  
My appointment expires: October 15 2008



MARCIE K. PALECK

