



200610200057
Skagit County Auditor

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KeyBank National Association
P.O. Box 16430
Boise, ID 83715

SUBORDINATION AGREEMENT

THIS AGREEMENT made this 3 day of OCTOBER, 2006, in favor of KeyBank National Association, it's successors and/or assigns, with an office at 127 Public Square, Cleveland, OH 44114 ("Lender") by KeyBank National Association, having a place of business at 4910 Tiedeman Rd. Ste B, Brooklyn, OH 44144. (Subordinate Lender")

WITNESSETH:

WHEREAS, Subordinate Lender is the owner and holder of the following mortgage/deed of trust covering the property located at 2005 N 35TH ST, MOUNT VERNON, WA 98273 and as more fully described therein ("Mortgaged Property"), and of the note or bond which said mortgage/deed of trust secures ("Subordinate Lender Note"):

- a) Mortgage/Deed of Trust dated AUGUST 26, 2002, made by JOSE NUNEZ AND SYLVIA NUNEZ to KeyBank National Association, to secure the sum of \$25,000.00 recorded on Real Property in the SKAGIT County Recorder/Clerk's Office in WASHINGTON Book/Liber 200209050017 Page N/A ("Subordinate Lender Mortgage").
Said line was increased from \$25,000.00 to \$72,000.00 by a Modification of Promissory Note Recorded NOVEMBER 7, 2002 in Book/Liber 200211070045 at Page N/A of said County records.

WHEREAS, on condition that the Subordinate Lender Mortgage/Deed of Trust be subordinated in the manner hereinafter appearing, Lender has or is about to accept a mortgage covering the Mortgaged Property, made by JOSE NUNEZ AND SYLVIA NUNEZ ("Borrower") to Lender to secure an amount not to exceed (\$125,000.00) and interest, said mortgage being hereinafter collectively referred to as the "Lender Mortgage".

NOW, THEREFORE, in consideration of One Dollar (1.00) and other good and valuable consideration and to induce Lender to accept the Lender Mortgage the receipt and sufficiency of said consideration being hereby acknowledged, Subordinate Lender does hereby covenant, consent and agree with Lender as follows:

The Subordinate Lender Mortgage/Deed of Trust shall be and is hereby made subject and subordinate in lien to the lien of the Lender Mortgage in the principal amount not to exceed \$125,000.00 and interest together with any and all advances heretofore or hereinafter made under and pursuant to the Lender Mortgage and together with any and all renewals or extensions of the Lender Mortgage or the note secured thereby, ("Lender Note").

THIS AGREEMENT may not be changed or terminated orally and shall by binding upon and inure to the benefit of the respective heirs, legal representatives, successors and assigns, of the parties hereto.

IN WITNESS WHEREOF, Subordinate Lender hereto has duly executed this agreement the day and year first above written.

KeyBank National Association

Jeffrey P. Kendro
Jeffrey P. Kendro, AVP

Mandi N. Beeson
Mandi N. Beeson, Witness

Velma T. Moore-Pruitt
Velma T. Moore-Pruitt, Notary

STATE OF OHIO

COUNTY OF STARK

Before me, a Notary Public in and for the said County and State, personally appeared Jeffrey P. Kendro, AVP of KeyBank National Association, the corporation which executed the foregoing instrument who acknowledged that he/she did sign the foregoing instrument for and on behalf of said corporation, being thereunto duly authorized, and that the same is the free act and deed individually and as such officer(s) and free act of deed of said corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal at Canton, Ohio, this the 3 day of OCTOBER, 2006.

Velma T. Moore-Pruitt
Notary Public

My commission expires: VELMA T. MOORE-PRUITT
Notary Public, State of Ohio
My Commission Expires May 3, 2009

THIS INSTRUMENT PREPARED BY: KeyBank National Association

When Recorded Mail to:

KeyBank National Association
PO Box 16430
Boise, ID 83715



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