

When recorded return to:

WHEN RECORDED MAIL TO:
WASHINGTON MUTUAL BANK, FA
CONSUMER LOAN RECORDS CENTER
ATTN: CLRRECTX
1170 SILBER RD
HOUSTON, TX 77055 668303795



200703200047

Skagit County Auditor

3/20/2007 Page

1 of

5 11:31AM

Subordination Agreement

FIRST AMERICAN TITLE CO.

A90863E-3

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. **Washington Mutual Bank, FA**

referred to herein as "subordinator", is the owner and holder of a mortgage dated September 19
2005 which is recorded in _____ of Mortgages,
under auditor's file 200509230132, records of Skagit County.
M & T Bank

2. referred to herein as "lender", is the owner and holder of a mortgage dated March 6, 2007
executed by John C. Burton and Paula R. Burton
(which is recorded in volume _____ of Mortgages,
auditor's file _____ records Skagit County) (which
is to be recorded concurrently herewith). Recording No. 200703200046

3. **John C. Burton and Paula R. Burton**

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~~ WA
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.

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.

Dated: February 28, 2007

WASHINGTON MUTUAL BANK, FA

By: _____

By: _____

John C. Burton
John C. Burton
Paula R. Burton
Paula R. Burton

State of Washington }
County of Skagit } SS:

I certify that I know or have satisfactory evidence that John C. Burton and Paula R. Burton are the person(s) who appeared before me, and said person(s) acknowledged that he/she/they signed this instrument and acknowledge it to be his/her/their free and voluntary act for the uses and purposes mentioned in this instrument.

Date: 3/8/07

Tamara A. Satko
Notary Public in and for the State of WASHINGTON
Residing at ANACORTES
My appointment expires: 11/7/07
STATE OF _____) ss.
County of _____

I certify that I know or have satisfactory evidence that _____
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 acknowledged it as the

Of _____
To be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

GIVEN under my hand and official seal hereto affixed this _____ day of _____, 2007

Notary Public in and for the State of _____
Residing at _____

My appointment expires _____



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Dated: February 28, 2007

WASHINGTON MUTUAL BANK, FA

By: SUEY BEREFIELD

John C. Burton

By:

Paula R. Burton

State of Washington }
County of Skagit } SS:

I certify that I know or have satisfactory evidence that John C. Burton and Paula R. Burton are the person(s) who appeared before me, and said person(s) acknowledged that he/she/they signed this instrument and acknowledge it to be his/her/their free and voluntary act for the uses and purposes mentioned in this instrument.

Date: _____

Notary Public in and for the State of
Residing at _____
My appointment expires: _____

STATE OF _____)

County of _____)

ss.

I certify that I know or have satisfactory evidence that _____
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 acknowledged it as the

Of _____
To be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

GIVEN under my hand and official seal hereto affixed this _____ day of _____, 2007

Notary Public in and for the State of _____
Residing at _____
My appointment expires _____



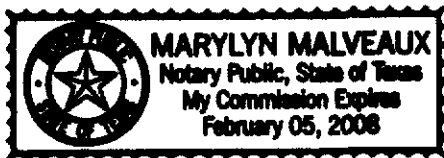
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ACKNOWLEDGMENT

State of TEXAS)
) §
County of HARRIS)

I certify that I know or have satisfactory evidence that Suzy Benefield 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 Officer of Washington Mutual Bank, FA to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: 3/16/2007



M Malveaux
Notary Signature

Marylyn Malveaux
Typed or Printed Name of Notary Public

Notary Public

My Appointment expires: 02/05/2008



200703200047

Skagit County Auditor

EXHIBIT "A"

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

Lot I, "FIDALGO BAY ADDITION TO ANACORTES MAP OF AGGREGATION", as recorded in Volume 12 of Surveys, pages 147 and 148, under Auditor's File No. 9204200040, records of Skagit County, Washington; being a portion of Blocks 15 through 32, "FIDALGO BAY ADDITION TO ANACORTES", as recorded in Volume 2 of Plats, page 24, records of Skagit County, Washington;

TOGETHER WITH AND SUBJECT TO those non-exclusive easements for utilities, ingress and egress as delineated on the face of said Survey recorded under Auditor's File No. 9204200040.



200703200047

Skagit County Auditor