



200706250112
Skagit County Auditor

6/25/2007 Page 1 of 4 11:20AM

When recorded mail to:
First American Title Insurance
Lenders Advantage
1100 Superior Avenue, Suite 200
Cleveland, Ohio 44114
Attn: NSS

Assessor's Parcel Number: P80868

4768119
P80868

SUBORDINATION AGREEMENT

4379-000-115-0007 TITLE OF DOCUMENT
Lot 115 'Thunderbird East First Addition' V12 P20-22

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 Subordination Agreement, made this 15th day of May, 2007 by David T. Rohrs, as his separate estate (hereinafter referred to as Beneficiary), present owner and holder of the Deed of Trust and note first hereafter described, and _____ (hereinafter referred to as "Lender");

WITNESSETH

THAT WHEREAS, Robert W. Rohrs and Marion T. Rohrs, husband and wife, (hereinafter referred to as "Owner") did execute a Deed of Trust, dated **September 21, 2005** to David T. Rohrs, as his separate estate as Beneficiary, covering that certain real property described as follows:

LOT 115, "THUNDERBIRD EAST FIRST ADDITION" AS PER THE PLAT RECORDED IN VOLUME 12 OF PLATS AT PAGE 20, 21 AND 22, IN THE RECORDS OF SKAGIT COUNTY, STATE OF WASHINGTON.

AND more commonly known as: 4012 Pueblo Heights, Mount Vernon, Washington 98273

to secure a note in the sum of **\$15,000.00, plus interest, if any** dated **September 21, 2005**, in favor of David T. Rohrs, as his separate estate which Deed of Trust was recorded **September 28, 2005**, as INSTRUMENT/FILE NO. **200509280099**, Official Records of said county, and

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WHEREAS, Owner has executed, or is about to execute, a Deed of Trust and note not to exceed the sum of \$ 118,300.00 dated 11-07, in favor of Lender, payable with interest and upon the terms and conditions described therein, which Deed of Trust is to be recorded concurrently herewith; and

Washington Mutual
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 mentioned, Owner has requested Beneficiary to subordinate Beneficiary's lien to the lien about to be taken by the Lender; and

Loan No. _____

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 the 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 to as follows:

- (1) That said Deed of Trust securing said note in favor of Lender, and any renewals or extensions thereof, 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 mortgages hereinbefore specifically described, any prior agreements 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.

Beneficiary declares, agrees and acknowledges that:

- (a) It 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.



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- (c) It intentionally 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 unto 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 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 LAND.



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IN WITNESS WHEREOF, the PARTY(IES) has/have signed and sealed this subordination, the day and year above written.

BENEFICIARY:

David T. Rohrs
David T. Rohrs

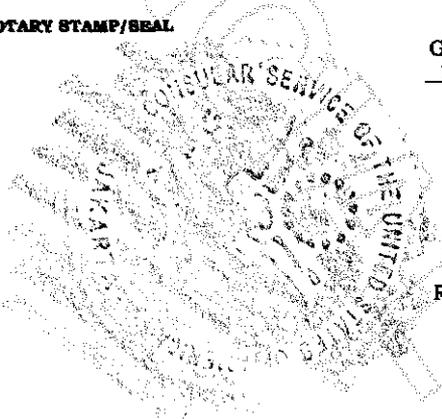
STATE OF _____
COUNTY OF _____

REPUBLIC OF INDONESIA
CITY OF JAKARTA
EMBASSY OF THE UNITED STATES } SS:
OF AMERICA

On this day personally appeared before me David T. Rohrs to me known to be the individual(s) described in and who executed the within and foregoing instrument, and acknowledged that he/she/they signed the same as his/her/their free and voluntary act and deed, for the uses and purposes therein mentioned.

NOTARY STAMP/SEAL

Given under my hand and official seal of office this
15th day of MAY, A.D., 2007.



Christopher C Ashe
NOTARY PUBLIC

MY Commission Expires: INDEFINITELY

Residing at: Christopher C Ashe
Vice Consul
United States of America

IT IS RECOMMENDED THAT, PRIOR TO THE EXECUTION OF THIS SUBORDINATION AGREEMENT, THE PARTIES CONSULT WITH THEIR ATTORNEYS WITH RESPECT THERETO.

ROHRS
12463845 WA
FIRST AMERICAN LENDERS ADVANTAGE
SUBORDINATION AGREEMENT



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