

Skagit County Auditor

11/8/2007 Page

Name:

Chicago Title Company

Address:

P.O. Box 638

WHEN RECORDED RETURN TO:

City, State, Zip Mount Vernon, WA 98273

3 11:15AM

CHICAGO TITLE COMPANY

IC44113

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:

- EQUITY TRUST COMPANY CUSTODIAN FBO RAYMOND L. RUSSELL, IRA referred to herein as "subordinator", is the owner and holder of a Deed of Trust dated November 6, 2007, which is recorded in volume of Mortgages, page , under Auditor's File No 2007 110800 records of Skagit County, Washington.
- AMERICA HOMEKEY, INC. referred to herein as "lender" is the owner and holder of the mortgage dated 28th day of March, 2006, executed by HOLLY B. ALLING and TERENCE R. ALLING, wife and husband (which is , under Auditor's File No. 200603300085, records of Skagit County, recorded in volume of Mortgages, page Washington.

AMERICA HOMEKEY, INC. referred to herein as "lender" is the owner and holder of the mortgage dated 28th day of March, 2006, executed by HOLLY B. ALLING and TERENCE R. ALLING, wife and husband (which is recorded in , under Auditor's File No. 200603300086, records of Skagit County, Washington. of Mortgages, page

EQUITY TRUST COMPANY CUSTODIAN FBO RAYMOND L. RUSSELL, IRA referred to herein as "lender" is the owner and holder of the mortgage dated 6th day of November, 2007, executed by HOLLY B. ALLING and TERENCE R. ALLING, wife and husband (which is recorded in volume Auditor's File No. 2007/108049 of Mortgages, page , records of Skagit County, Washington.

- TERENCE R. ALLLING and HOLLY B. ALLING, husband and wife 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
- 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.
- 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 17th day of September, 2007

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.

RAYMOND L. RUSSELL, IRA

TERENCE R. ALLING

HOLLY B. ALLING

HOLLY B. ALLING

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STATE OF WASHINGTON COUNTY SKAGIT

I certify that I know or have satisfactory evidence that TERENCE R. ALLING and HOLLY B. ALLING are the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that they are authorized to execute the instrument and acknowledged it as their free and voluntary act of such party for the uses and purposes mentioned in the instrument.

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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 SKAGIT**

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I certify that I know or have satisfactory evidence that RAYMOND L. RUSSELL is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he is authorized to execute the instrument and acknowledged it as his free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Marcie K. Paleck

Notary Public in and for the State of Washington, Residing at Mount Vernon

My appointment expires: October 15, 2008

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