



200801080094
Skagit County Auditor

1/8/2008 Page 1 of 6 3:10PM

Recording requested by and
when recorded return to:

CONSUMER LOAN RECORDS CENTER
1170 SILVER RD
HOUSTON, TX 77055
ATTN: MAILSTOP: CLRVLTTX

CHICAGO TITLE COMPANY
IC44398



Washington Mutual

SUBORDINATION AGREEMENT

Loan Number: 686076258

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 AGREEMENT, made this 24 day of December, 2007, by Wilhelmus Houppermans and Yvonne Marretje Houppermans, owner of the land hereinafter described and hereinafter referred to as "Owner", and Washington Mutual Bank, present owner and holder of the Security Instrument and Note first hereinafter described and hereinafter referred to as "Beneficiary";

WITNESSETH

THAT WHEREAS, Wilhelmus Houppermans and Yvonne Marretje Houppermans, as Grantor, did execute a Security Instrument, dated July 25, 2006 to Chicago Title Company, as Trustee, covering:

See Exhibit "A" attached hereto and made a part hereof by this reference.

to secure a Note in the sum of \$43,065.00, dated July 25, 2006, in favor of Washington Mutual Bank which Security Instrument was recorded on July 26, 2006, in Book _____, Page _____, Instrument No. ** of Official Records, in the Office of the County Recorder of King County, State of _____ **200607260120
Washington, and

WHEREAS, Owner has executed, or is about to execute, a Security Instrument and Note in the sum of \$352,000.00, dated December 24, 2007, in favor of Washington Mutual Bank, hereinafter referred to as "Lender", payable with interest and upon the terms and conditions described therein, which Security Instrument is to be recorded concurrently herewith; and
under Auditor's File No. 200801080093.

WHEREAS, it is a condition precedent to obtaining said loan that said Security Instrument 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 Security Instrument first above mentioned; and

WHEREAS, Lender is willing to make said loan provided the Security Instrument securing the same is a lien or charge upon the above described property prior and superior to the lien or charge of the Security Instrument first above mentioned and provided that Beneficiary will specifically and unconditionally subordinate the lien or charge of the Security Instrument first above mentioned to the lien or charge of the Security Instrument in favor of 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 Security Instrument securing the same shall, when recorded, constitute a

Loan Number:

lien or charge upon said land which is unconditionally prior and superior to the lien or charge of the Security Instrument 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 as follows:

- (1) That said Security Instrument 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 Security Instrument 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 Security Instrument first above mentioned to the lien or charge of the Security Instrument in favor of Lender above referred to and shall supersede and cancel, but only insofar as would affect the priority between the Deeds of Trust hereinbefore specifically described, any prior agreement as to such subordination including, but not limited to, those provisions, if any, contained in the Security Instrument first above mentioned, which provide for the subordination of the lien or charge thereof to another Deed or Deeds of Trust or to another mortgage or mortgages.

Beneficiary declares, agrees and acknowledges that

- A. He consents to and approves (i) all provisions of the Note and Security Instrument 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;
- C. He intentionally and unconditionally waives, relinquishes and subordinates the lien or charge of the Security Instrument first above mentioned in favor of the lien or charge upon said land of the Security Instrument 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 into but for said reliance upon this waiver, relinquishment and subordination; and
- D. An endorsement has been placed upon the Note secured by the Security Instrument first above mentioned that said Security Instrument has by this instrument been subordinated to the lien or charge of the Security Instrument 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 THE LAND.

31563ms (03/24/06)



200801080094

Skagit County Auditor

Loan Number:

BENEFICIARY

Washington Mutual Bank

By: *Krista Arneson*
Name: Krista Arneson
Title: Corporate Officer

OWNER

By: *Wilhelmus Houppermans*
By: *Yvonne Marretje Houppermans*
Wilhelmus Houppermans
Yvonne Marretje Houppermans

(ALL SIGNATURES MUST BE ACKNOWLEDGED)

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

(SUBORDINATION FORM "A")

STATE OF WASHINGTON)

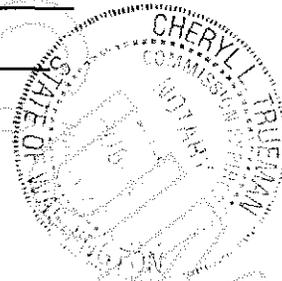
COUNTY OF Skagit) ss

On this day personally appeared before me Wilhelmus Houppermans
and Yvonne Marretje Houppermans, to me known to be the individuals described in and who executed the within and foregoing instrument, and acknowledge that they signed the same as their free and voluntary act and deed for the uses and purposes therein mentioned.

WITNESS my hand and official seal this 31st day of December, 2007.

Cheryl L. Trueman
Notary Public in and for the State of Washington
residing at: Mount Vernon Cheryl L. Trueman

My commission expires: 5/14/11



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EXHIBIT "A"

PARCEL A:

That portion of the Southwest Quarter of the Northeast Quarter of Section 25, Township 35 North, Range 1 East of the Willamette Meridian, described as follows:

Commencing on the North line of said Southwest Quarter of the Northeast Quarter where it intersects the West line of "K" Avenue; Hagadom's & Stewart's Addition to the City of Anacortes; thence South 0°12'18" West along the West line of said "K" Avenue; 293.37 feet to the Southeast corner of that certain tract previously conveyed to James L. Tribou and Bunny St. Clair by deed recorded under Auditor's File No. 8705150065, records of Skagit County, Washington, and the true point-of-beginning; thence continuing South along the West line of "K" Avenue for 146.685 feet to the Northeast corner of that certain tract previously conveyed to Mike Wysk by deed recorded under Auditor's File No. 8912220101, records of Skagit County, Washington; thence West parallel with the South line of the Southwest Quarter of the Northeast Quarter of said Section 25 for 297 feet to a line that is 603.9 feet West of and parallel with the East line of said Southwest Quarter of the Northeast Quarter; thence North along said line for 146.685 feet to the Southwest corner of that certain tract previously conveyed to Vern L. Burtness and Muriel A. Burtness, husband and wife, by deed recorded under Auditor's File No. 895218, records of Skagit County, Washington; thence East for 297 feet to the point-of-beginning;

EXCEPT the following described parcel:

All that portion of the Southwest Quarter of the Northeast Quarter of Section 25, Township 35 North, Range 1 East of the Willamette Meridian, described as follows:

Beginning at a point on the West line of "K" Avenue as shown on the plat of Hagadom & Stewart's Addition to the City of Anacortes, which point is 17.78 rods South of the North line of said Southwest Quarter of the Northeast Quarter; thence South along the West line of "K" Avenue, a distance of 146.68 feet (8.89 rods); thence West 148.50 feet (9 rods) to a line that is 27.6 rods West of and parallel with the East line of said Southwest Quarter of the Northeast Quarter; thence North along said line 146.68 feet (8.89); thence East 148.50 feet (9 rods) to the point-of-beginning.

Situated in Skagit County, Washington.

continued.....



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EXHIBIT 'A' continued:

PARCEL B:

A perpetual, non-exclusive easement as granted under Auditor's File No. 9110040040, records of Skagit County, Washington, over, through, and across all that portion described as follows:

A strip of land in the Southwest Quarter of the Northeast Quarter of Section 25, Township 35 North, Range 1 East of the Willamette Meridian, 30 feet wide on the North side of the line described as follows:

Beginning at a point on the West line of "K" Avenue as shown on the Plat of Hagadorn & Stewart's First Addition to Anacortes, which point is 26.67 rods South of the North line of said Southwest Quarter of the Northeast Quarter;
thence West along said line a distance of 148.50 feet (9 rods).

Situate in Skagit County, Washington.

- END OF EXHIBIT "A" -



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