



200803070044  
Skagit County Auditor

3/7/2008 Page

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5 11:42AM

**WHEN RECORDED RETURN TO:**

Land Title Company  
3010 Commercial Avenue  
Anacortes, WA 98221

LAND TITLE OF SKAGIT COUNTY

128407-SAC

**DOCUMENT TITLE(S):**  
Subordination Agreement

**REFERENCE NUMBER(S) OF DOCUMENTS ASSIGNED OR RELEASED:**  
200610270135

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**GRANTOR:**

Flagstar Bank  
Scott and Caroline Baumann

**GRANTEES:**

RNB MORTGAGE COMPANY

**ABBREVIATED LEGAL DESCRIPTION:**

Lot 21, The Plat Mountain View Park

**TAX PARCEL NUMBER(S):**

P57979/3805-000-021-0006

## 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.

This agreement, made this 22nd day of February 2008 by Scott and Caroline Baumann, owner of the land hereinafter described and hereinafter referred to as "OWNER", and Flagstar Bank, present holder of a mortgage and hereafter described and hereinafter referred to a "MORTGAGEE"

THAT WHEREAS, Scott & Caroline Baumann, owner, did execute a mortgage, dated October 23, 2006 covering that certain real property described as follows:

Assessors parcel # P57979 Lot 21, The Plat Mountain View Park, Anacortes, WA

to secure a note for a sum of \$86,000 in the property cited in Anacortes, WA, in favor of MORTGAGEE, which mortgage was recorded 10/27/2006 as Document No. 200610270135 Official Records of Skagit County.

WHEREAS, OWNER is about to execute, a mortgage and note in the sum of \$251,500 in favor of Flagstar Bank, hereinafter referred to as "LENDER", payable with interest and upon the terms and conditions described therein, which mortgage is to be recorded concurrently herewith; and

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

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WHEREAS, LENDER is willing to make said loan provided the mortgage securing the lien or charge upon the above described property prior and superior to the lien or charge of the mortgage first above mentioned and provided that MORTGAGEE will specifically and unconditionally subordinate the lien or charge of the mortgage first above mentioned to the lien or charge of the mortgage in favor of LENDER; and



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WHEREAS, it is to the mutual benefit of the parties hereto that LENDER make such loan to OWNER; and MORTGAGEE is willing that the mortgage 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 mortgage 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 mortgage 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 mortgage first above described.
- (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 mortgage first above mentioned to the lien or charge of the mortgage in favor of the 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 agreement as to such subordination including, but not limited, those provisions, if any, contained in the mortgage first above mentioned, which provide for the subordination of the lien or charge thereof to another mortgage or mortgages or to another deed or deeds of trust.
- (4) LENDER will notify MORTGAGEE in writing if an event of default exists, within ten days of the occurrence of the event.
- (5) Payments on the note in favor of MORTGAGEE may be made so long as MORTGAGEE has not received a notice from the LENDER that an event of default exists.

DATED: 3/3/08

  
SCOTT BAUMANN

DATED: 3/3/08

  
CAROLINE BAUMANN

  
GEORGE PFEIFFER, VICE PRESIDENT  
FLAGSTAR BANK, FSB

STATE OF MICHIGAN

COUNTY OF OAKLAND

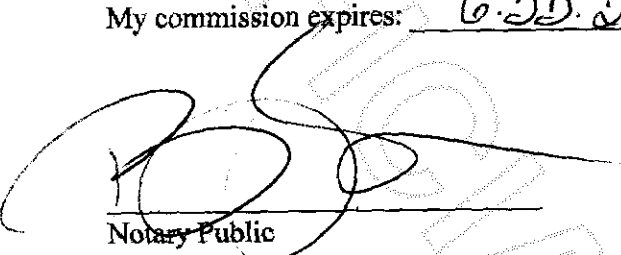


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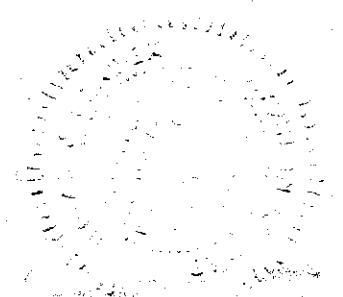
I, the undersigned, a notary public in and for said county, in the state aforesaid, do hereby certify, that GEORGE PFEIFFER and \_\_\_\_\_ personally known to me to be the same people whose names are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that they signed, sealed and delivered the said instrument as their free and voluntary act, for the uses and purposes therein, set forth.

Given under my hand and official seal, this 26TH day of FEBRUARY, 2008.

My commission expires: 6.22.2012

  
\_\_\_\_\_  
Notary Public

**BRIAN J. SZADEK**  
NOTARY PUBLIC, COUNTY OF MACOMB, MI  
My Commission Expires 06/22/2012  
Acting in Oakland County, MI

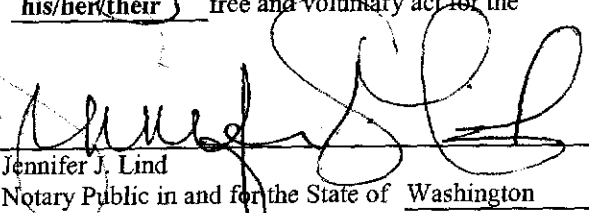


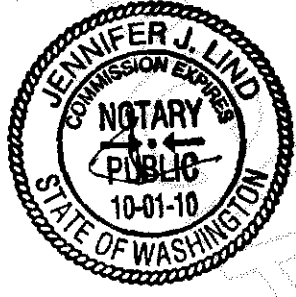
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State of Washington }  
County of Skagit } SS:

I certify that I know or have satisfactory evidence that Scott Baumann and Caroline Baumann 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.

Dated: February 3, 2008

  
\_\_\_\_\_  
Jennifer J. Lind  
Notary Public in and for the State of Washington  
Residing at: Bow  
My appointment expires: 10/01/2010



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