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## WHEN RECORDED RETURN TO:

Jeffrey S. Dean Attorney at Law 4005 20<sup>th</sup> Avenue W., Suite 133 Seattle, WA 98199

## CHICAGO TITLE CO. 1044488

## SUBORDINATION AGREEMENT

The undersigned subordinator and owner agrees as follows:

- 1. The original Abstract of Judgment of the Superior Court of Whatcom County in favor of Bel Air and Briney dated August 19, 2005 was filed in the office of the county clerk under judgment no. 05-9-01713-7, case no. 05-2-01887-1 records of Skagit County, Washington.
- 2. Randal Jay Belair, a sole proprietor, referred to herein as "subordinator," is the owner and holder of an Assignment of Judgment referenced in paragraph 1 above dated which is recorded under auditor's file number records of Skagit County, Washington.
- 3. Theron E. Wing and Mary D. Wing, husband and wife, are owners of the real property described in the Deed of Trust dated December 27, 2006, recorded under recording number 200612280094, records of Skagit County, Washington between Theron E. Wing and Mary D. Wing, husband and wife, Grantors, and Randal Jay Belair, a sole proprietor, Beneficiary, encumbering the real property legally described as follows.

PARCEL A:

That portion of Government Lots 8 and 9, Section 19, Township 34 North, Range 4 East of the Willamette Meridian, described as follows:

Beginning at a point 1,455 feet North and 232 feet West of the quarter corner post between Sections 19 and 20, in said Township 34 North, Range 4 East of the Willamette Meridian; Thence South 150 feet; Thence East 35 feet; Thence North 10 feet; Thence East 35 feet; Thence North 140 feet; Thence West 70 feet to the point of beginning;

EXCEPT any portion thereof lying within the boundaries of existing streets. Situated in Skagit County, Washington.

## PARCEL B:

Lot 13 and 14, Block 18, Vernon Heights Addition to Mount Vernon, Skagit Co., Wash., according to the plat thereof recorded in Volume 2 of Plats, page 108, records of Skagit County, Washington. Situated in Skagit County, Washington.

TAX PARCEL NOS.:3763-018-014-0007, P54578 & 340419-0-251-0001, P26601

- 4. In consideration of benefits to subordinator from owner, receipt and sufficiency of which is hereby acknowledged, and to clarify lien position as it relates to the above described real properties, the subordinator does hereby unconditionally subordinate the lien of his Assignment of Judgment to the lien of his deed of trust identified in paragraph 3 above, and all advances or charges made or accruing thereunder, including any extension or renewal thereof.
- 5. Subordinator acknowledges that prior to execution thereof, he has had the opportunity to examine the terms of the Assignment of Judgment and any related documents thereto, consents to and approves same, and recognizes that Beneficiary under said Deed of Trust has no obligation to subordinator to advance any funds under its Deed of Trust or see to the application of Assignors funds, and any application or use of such funds for purposes other than those provided for in such Deed of Trust, Note or Agreements shall not defeat the subordination herein made in whole or in part.
- 6. This Agreement shall be the sole and only agreement between the parties hereto with regard to the subordination of the Assignment of Judgment or charge of the Deed of Trust first above mentioned to the lien or charge of the Deed of Trust in favor of Beneficiary above referred to and shall supersede and cancel any prior agreement as to such, or any 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 a mortgage or mortgages to be thereafter executed.



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7. The heirs, administrators, assigns and successors in interest of the Subordinator shall be bound by this Agreement.

Executed this 300 day of 2008

Randal Jay Belai

STATE OF WASHINGTON )

SS.

COUNTY OF KING

I certify that I know or have satisfactory evidence that Randal Jay Belair is the person who appeared before me, and said person acknowledged that he signed this instrument and acknowledged it to be his free and voluntary act for the uses and purposes mentioned in the instrument.

DATED: 10130108

Notary Public State of Washington LORI EMERSON My Appointment Expires Dec 14, 2009 NOTARY PUBLIC in and for the State of Washington, residing at My commission expires

200812010090 Skagit County Auditor

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