AFTER RECORDING MAIL TO:

200901140004 Skagit County Auditor

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1/14/2009 Page

Sound Credit Union

1331 Broadway Plaza

Address

Tacoma, WA 98402 City, State, Zip

Filed for Record at Request of:

LAND TITLE OF SKAGIT COUNTY

Sound Credit Union

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:

- <u>Sound Credit Union</u> referred to herein as "subordinator," is the owner and holder of a mortgage dated <u>March 12, 2007</u> which is recorded in volume _____ of Mortgages, page _____ under auditor's file No. 200703200011, records of <u>Skagit</u> County.
- 2. <u>The Bank of the Pacific</u> referred to herein as "lender," is the owner and holder of a mortgage dated <u>Secondary 82009</u> executed by <u>SHANNON C BIGGER and MICHAEL BIGGER</u> (which is recorded in volume ______ of Mortgages, page _____ under auditor's file No. <u>200901140005</u>, records of ______ County) (which is to be recorded concurrently herewith).
- 3. <u>SHANNON C BIGGER FKA SHANNON C HURTADO</u> 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 or renewal thereof.
- 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 the "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.
- 8. 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 8th day of January, 2008.

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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 PESPECT THERETO

SIA ()			
By	Shaime Digg 7	By Mich Py	
	Shannon C Bigger FKA Shannon C Hurtado	Michael Bigger	
By		Ву	
By		Ву	
	ALL MAR.		
By	Calib Cark	Ву	
	CALEB J COOK		
STATE OF WASHINGTON SS:			
COI	COUNTY OF SKARLE AND		

I certify that I know or have satisfactory evidence that <u>Shannon C Bigger and Michael Bigger</u> (isare) the person(s) who appeared before me, and said person(s) acknowledged that <u>they</u> signed this instrument and acknowledged it to be <u>their</u> free and voluntary act for the uses and purposes mentioned in this instrument.

Dated: 11200 CURR SA J. - Jain Notar State of Washington Public in RY Residing at Bow UELIO 2010 My appointment expires: 1-16-2010 OFWASHING STATE OF WASHINGTON SS: COUNTY OF 1 Unce

I certify that I know or have satisfactory evidence that <u>CALEB J COOK</u> (is/are) the person(s) who appeared before me, and said person(s) acknowledged that <u>HE</u> signed this instrument, on oath stated that <u>HIS</u> were authorized to execute the instrument and acknowledged it as the <u>LENDING MANAGER</u> of <u>Sound Credit Union</u> to be the free and voluntary act of such party(ies) for the uses and purposes mentioned in this instrument.

Dated: 01/08/2009 Notary Public in and for Washington state of STATISTICS COLLARS lacoma Residing at My appointment expires: SCU Page 2 of 2 (REV 6/03) 901 Ő 1 4000 Skagit County Auditor

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