



200901300094

Skagit County Auditor

AFTER RECORDING MAIL TO:Name PEOPLES BANK

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Address PO Box 233City/State LYNDELL, WA 98264**Document Title(s):** (or transactions contained therein)

1. SUBORDINATION AGREEMENT
- 2.
- 3.
- 4.

**Reference Number(s) of Documents assigned or released:**

200808070008 200901300093

☐ Additional numbers on page _____ of document**Grantor(s):** (Last name first, then first name and initials)

1. PEOPLES BANK
- 2.
3. Nowatny, Ray A & Katherine E
- 4.
5. ☐ Additional names on page _____ of document

Grantee(s): (Last name first, then first name and initials)

1. PEOPLES BANK
- 2.
- 3.
- 4.
5. ☐ Additional names on page _____ of document

Abbreviated Legal Description as follows: (i.e. lot/block/plat or section/township/range/quarter/quarter)☐ Complete legal description is on page _____ of document**Assessor's Property Tax Parcel / Account Number(s):**

NOTE: The auditor/recorder will rely on the information on the form. The staff will not read the document to verify the accuracy or completeness of the indexing information provided herein.

After Recording Mail to:

Peoples Bank
PO Box 233
Lynden WA 98264

Filed for Recording at Request of: **Peoples Bank.**

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 OF LATER SECURITY INSTRUMENT.

the undersigned subordinator and owner agrees as follows:

1. **Peoples Bank, A Washington Corporation** referred to herein as "subordinator", is the owner and holder of a **Deed of Trust** dated **August 6, 2008** which was recorded on **August 7, 2008** in volume _____ of mortgages, page _____ under auditors file No **200808070008**, records of **Skagit County**.
2. **Peoples Bank** referred to herein as "lender", is the owner and holder of a Deed of Trust dated _____, executed by **Ray A. Nowotny and Katherine E. Nowotny, husband and wife** which is recorded under auditor's file No. **200901300093** records of **Skagit County** (which is to recorded concurrently herewith).
3. **Ray A. Nowotny and Katherine E. Nowotny, husband and wife** referred to herein as "owner", is the owner of all 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 occurring thereunder, including any extension or renewal thereof.
5. "Subordinator" acknowledge 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 in the amount of **\$359,000.00** 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 mortgagee first above mentioned to the lien or charge of the mortgage in favor of "lender" above referred to and shall supercede 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 ad "deed of trust", and gender and number of pronouns considered to conform to undersigned.

Executed this 14th day of January, 2009

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.

Peoples Bank

x Melissa Bird
Melissa Bird, Retail Loan Underwriter

STATE OF _____, COUNTY OF Whatcom

I certify that I know or have satisfactory evidence that Melissa Bird signed this instrument, on oath stated that SHE is authorized to execute this instrument and acknowledged it as the Retail Loan Underwriter of Peoples Bank to be the free and voluntary act of such party for the uses and purposes mentioned in this instrument.

Dated: January 14, 2009

Sunny R. Muenster
Notary Public in and for the State of Washington
Residing at: LYNDEN, WA
My commission expires: 1/5/2012



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