



200902170178

Skagit County Auditor

2/17/2009 Page

1 of

3 11:23AM

## RETURN TO:

THE COMMERCE BANK OF WASHINGTON, N.A.  
601 UNION STREET, SUITE 3600  
SEATTLE, WA 98101

## SUBORDINATION AGREEMENT

REFERENCE NUMBER(S): 200605050124  
SUBORDINATOR: THE COMMERCE BANK OF WASHINGTON, N.A.  
OWNER: JAMES S. GARRISON CHICAGO TITLE CO.  
MARY LOU GARRISON  
ASSESSOR'S TAX PARCEL #: 4844-000-130-0000 1020000520

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:

1. THE COMMERCE BANK OF WASHINGTON, N.A. referred to herein as "subordinator" is the owner and holder of a mortgage/deed of trust dated MAY 5, 2006 which is recorded under Recording No. 200605050124, records of SKAGIT County.
2. COUNTRYWIDE BANK, FSB referred to herein as "lender", is the owner and holder of a mortgage/deed of trust dated February 9, 2009 in the amount not to exceed \$288,000.00, executed by JAMES S. GARRISON AND MARY LOU GARRISON, HUSBAND AND WIFE (which is recorded under Recording No. 200902130047 records of SKAGIT County) (which is to be recorded concurrently herewith).
3. JAMES S. GARRISON AND MARY LOU GARRISON, HUSBAND AND WIFE, referred to herein as "owner", is the owner of all the real property described in the mortgage/deed of trust 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/deed of trust and all agreements in connection therewith, the "subordinator" does hereby unconditionally subordinate the lien of his mortgage/deed of trust identified in Paragraph 2 above to the lien of "lender's" mortgage/deed of trust identified in Paragraph 2 above, and all advances or charges made of occurring thereunder, including any extensions or renewal thereof.
5. It is understood by the parties hereto that "lender" would not make the loan secured by the mortgage/deed of trust in Paragraph 2 without this agreement.
6. 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/deed of trust first above mentioned to the lien or charge of the mortgage/deed of trust 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/deed of trust first above mentioned, which provide for the subordination of the lien or charge thereof to a mortgage/deed(s) of trust to be thereafter executed.
7. The heirs, administrators, assigns and successors in interest of the "subordinator" shall be bound by this agreement, in all instances, gender and number of pronouns are considered to conform to the undersigned.

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 ATTORNEY'S WITH RESPECT THERETO.

Dated: February 9, 2009

Owner:

X: JAMES S. GARRISON

X: MARY LOU GARRISON

Subordinator:  
THE COMMERCE BANK OF WASHINGTON, N.A.

By: Susan Finneran  
SUSAN FINNERAN, Authorized Signer

STATE OF \_\_\_\_\_

County of \_\_\_\_\_

On this day before me, the undersigned Notary Public, personally appeared JAMES S. GARRISON personally known to me or proved to me under satisfactory evidence to be the individual(s) described in and who executed the within and foregoing instrument and acknowledged that he/she/they signed said instrument as his/her/their free and voluntary act and deed for the uses and purposes therein mentioned.

Dated: \_\_\_\_\_

By: \_\_\_\_\_  
(Signature of Notary)

Residing at \_\_\_\_\_

Notary Public in and for the State of \_\_\_\_\_

My commission expires: \_\_\_\_\_

STATE OF \_\_\_\_\_

County of \_\_\_\_\_

On this day before me, the undersigned Notary Public, personally appeared MARY LOU GARRISON personally known to me or proved to me under satisfactory evidence to be the individual(s) described in and who executed the within and foregoing instrument and acknowledged that he/she/they signed said instrument as his/her/their free and voluntary act and deed for the uses and purposes therein mentioned.

Dated: \_\_\_\_\_

By: \_\_\_\_\_  
(Signature of Notary)

Residing at \_\_\_\_\_

Notary Public in and for the State of \_\_\_\_\_

My commission expires: \_\_\_\_\_

STATE OF WASHINGTON

County of KING

Notary Public  
State of Washington  
FRANCES C TOMPKINS

I hereby certify that I know or have satisfactory evidence that SUSAN FINNERAN is the person(s) who appeared before me, and said person(s) acknowledged that (s)he signed this instrument, on oath stated that (s)he is authorized to execute the instrument and acknowledged it as the Authorized Signer of The Commerce Bank of Washington, N.A. to be the free and voluntary act of such party for the uses and purposes mentioned in this instrument.

Dated: February 9, 2009

By: Frances C Tompkins  
FRANCES C TOMPKINS  
Notary Public in and for the State of WA

Residing at Seattle

My commission expires: 8/6/2012



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THAT PRIOR TO THE EXECUTION OF THIS SUBORDINATION AGREEMENT, THE PARTIES CONSULT WITH THEIR ATTORNEY'S WITH RESPECT THERETO.

Dated: February 9, 2009

Owner:

X: [Signature]  
JAMES S. GARRISON

X: [Signature]  
MARY LOU GARRISON

Subordinator:  
THE COMMERCE BANK OF WASHINGTON, N.A.

By: [Signature]  
SUSAN FINNERAN, Authorized Signer

STATE OF Washington  
County of Skagit

On this day before me, the undersigned Notary Public, personally appeared JAMES S. GARRISON personally known to me or proved to me under satisfactory evidence to be the individual(s) described in and who executed the within and foregoing instrument and acknowledged that he/she/they signed said instrument as his/her/their free and voluntary act and deed for the uses and purposes therein mentioned.

Dated: 2-13-09

By: [Signature]  
(Signature of Notary)  
Notary Public in and for the State of Washington

Residing at Burlington  
My commission expires: 10-29-2009

STATE OF Washington  
County of Skagit

On this day before me, the undersigned Notary Public, personally appeared MARY LOU GARRISON personally known to me or proved to me under satisfactory evidence to be the individual(s) described in and who executed the within and foregoing instrument and acknowledged that he/she/they signed said instrument as his/her/their free and voluntary act and deed for the uses and purposes therein mentioned.

Dated: 2-13-09

By: [Signature]  
(Signature of Notary)  
Notary Public in and for the State of Washington

Residing at Burlington  
My commission expires: 10-29-2009

STATE OF WASHINGTON  
County of KING

Notary Public  
State of Washington  
FRANCES C TOMPKINS

I hereby certify that I know or have satisfactory evidence that SUSAN FINNERAN is the person(s) who appeared before me, and said person(s) acknowledged that (s)he signed this instrument, on oath, stated that (s)he is authorized to execute the instrument and acknowledged it as the Authorized Signer of The Commerce Bank of Washington, N.A. to be the free and voluntary act of such party for the uses and purposes mentioned in this instrument.

Dated: February 9, 2009

By: [Signature]  
FRANCES C TOMPKINS  
Notary Public in and for the State of WA

Residing at Seattle  
My commission expires: 8/6/2012



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