AFTER RECORDING, MAIL TO:

Whatcom Educational Credit Union PO Box 9750 Bellingham, WA 98227-9750 200904090068 Skagit County Auditor

4/9/2009 Page

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211:20AM

Filed for Record at Request of:

CHICAGO TITLE CO.

## 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:

- 1. Whatcom Educational Credit Union referred to herein as "subordinator," is the owner and holder of a mortgage dated October 8, 2004 which is recorded in volume n/a of Mortgages, page n/a under auditor's file No. 2004 10180212, records of Whatchoff County.
- 2. Whatcom Educational Credit Union referred to herein as "lender" is the owner and holder of a mortgage in the amount of \$75,300 dated 4/3/09 (which is recorded in volume n/a of Mortgages, page n/a under auditor's file No. 200904090066, records of Whatch County) (which is to be recorded concurrently herewith). Skagit
- 3. Kathryn L. Navarro 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 herewith, 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 "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 It day of March, 2009.

By Sm	Ву	
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Ву	by	
By	By	

STATE OF Wishington SS
COUNTY OF Whaten
recrtify that I know or have satisfactory evidence that (is/are) the person(s) who appeared before me, and said person(s) acknowledged that (he/she/they) signed this instrument and
(is/are) the person(s) who appeared before me, and said person(s) acknowledged that (he/she/they) signed this instrument and acknowledged it to be (his/her/their) free and voluntary act for the uses and purposes mentioned in this instrument.
Dated: Marchine 17 1300 Gamela & Cosser
famela & Coal
Notary Public in and for the state of Washington
Notary Public in and for the state of <u>UNShington</u> My appointment expires: <u>March</u> 18, 2012.
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WASHING WASHING
STATE OF
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I certify that I know or have satisfactory evidence that
(is/are) the person(s) who appeared before me, and said person(s) acknowledged that (he/she/they) signed this instrument and
acknowledged it to be (his/her/their) free and voluntary act for the uses and purposes mentioned in this instrument.
Dated:
A Company of the Comp
Notary Public in and for the state of
My appointment expires:

