



200904220091

Skagit County Auditor

4/22/2009 Page

1 of

6 11:30AM

Return Address:

VANTAGE POINT TITLE
28100 US HWY 19 N STE 200
CLEARWATER, FL 33761
727-483-9112

CHICAGO TITLE CO.

620001595

Please print or type information **WASHINGTON STATE RECORDER'S Cover Sheet** (RCW 65.04)

Document Title(s) (or transactions contained therein): (all areas applicable to your document must be filled in)

- 1. Subordination Agreement 2. _____
- 3. _____ 4. _____

Reference Number(s) of Documents assigned or released:

200610050057 AND 200904220090
Additional reference #'s on page _____ of document

Grantor(s) (Last name, first name, initials)

- 1. Citibank N.A successor to the lein from, Decision One Mortgage Company llc
- 2. ROBERT NORTON

Additional names on page _____ of document.

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

- 1. Countrywide Bank, FSB
- 2. _____

Additional names on page _____ of document.

Legal description (abbreviated: i.e. lot, block, plat or section, township, range)

Lot 35, FOX HILL ESTATES DIV. 3

Additional legal is on page _____ of document.

Assessor's Property Tax Parcel/Account Number

assigned
4496-000-035-0002

Assessor Tax # not yet

The Auditor/Recorder will rely on the information provided on the form. The staff will not read the document to verify the accuracy or completeness of the indexing information provided herein.

RECORDING REQUESTED BY

AND WHEN RECORDED MAIL TO:

Citibank
1000 Technology Dr, MS 321
O'Fallon, MO 63366

Account # 108121804283000

Space Above This Line for Recorder's Use Only

YWA-1051243

A.P.N.: _____

Order No.: _____

Escrow No.: _____

SUBORDINATION AGREEMENT

57138

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.

THIS AGREEMENT, made this 12th day of March, 2009, by

Robert S. Norton and _____, Owner(s) of the land hereinafter described and hereinafter referred to as "Owner" and

Citibank N.A successor to the lien from Decision One Mortgage Company, LLC, present owner and holder of the mortgage or deed of trust and related note first hereinafter described and hereinafter referred to as "Creditor."

WITNESSETH

To secure a note in the sum of \$ 41,800, dated 10/2/06, in favor of Creditor, which mortgage or deed of trust was recorded on 10/5/06, in Book _____, Page _____, and/or Instrument # 200610050057, in the Official Records of the Town and

WHEREAS, Owner has executed a mortgage or deed of trust and a related note in a sum not greater than \$ 175,010, in favor of Countrywide Bank, hereinafter referred to as "Lender", payable with interest and upon the terms and conditions described therein, which mortgage or deed of trust is to be recorded concurrently herewith; and

WHEREAS, it is a condition precedent to obtaining said loan that said mortgage or deed of trust last above mentioned shall unconditionally be and remain at all times a lien or charge upon the land herein before described, prior and superior to the lien or charge of the mortgage or deed of trust first above mentioned; and

SUBORDINATION AGREEMENT CONTINUED ON NEXT PAGE



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CONTINUATION OF SUBORDINATION AGREEMENT

WHEREAS, Lender is willing to make said loan provided the mortgage or deed of trust securing the same is a lien of charge upon the above described property prior and superior to the lien of charge of the mortgage or deed of trust first above mentioned and provided that Creditor will specifically and unconditionally subordinate the lien or charge of the mortgage or deed of trust first above mentioned to the lien or charge of the mortgage or deed of trust in favor of Lender; and

WHEREAS, it is the mutual benefit of the parties hereto that Lender make such loan to Owner; and Creditor is willing that the mortgage or deed of trust securing the same shall, when recorded, constitute a lien or charge upon said land which is unconditionally prior and superior to the lien or charge of the mortgage or deed of trust in favor of the Creditor above mentioned.

NOW, THEREFORE, in consideration of the mutual benefits accruing to the parties hereto and other valuable consideration, the receipt and sufficiency of which consideration is hereby acknowledged, and in order to induce Lender to make the loan above referred to, it is hereby declared, understood and agreed as follows:

- (1) That said mortgage or deed of trust securing said note in favor of Lender, shall unconditionally be and remain at all times a lien or charge on the property therein described, prior and superior to the lien or charge of the mortgage or deed of trust in favor of the Creditor first above mentioned.
- (2) That Lender would not make its loan above described without this subordination agreement.
- (3) That this agreement shall be the whole and only agreement with regard to the subordination of the lien or charge of the mortgage or deed of trust in favor of the Creditor first above mentioned to the lien or charge of the mortgage or deed of trust in favor of the Lender above referred to and shall supersede and cancel, but only insofar as would affect the priority between the mortgages or deeds of trust hereinbefore specifically described, any prior agreement as to such subordination including, but not limited to, those provisions, if any, contained in the mortgage or deed of trust in favor of the Creditor first above mentioned, which provide for the subordination of the lien or charge thereof to another mortgage or deed of trust to another mortgage or deed of trust.

Creditor declares, agrees and acknowledges that

- (a) It consents to and approves (i) all provisions of the mortgage or deed of trust and the related note in favor of Lender above referred to, and (ii) all agreements, including but not limited to any loan or escrow agreements, between Owner and Lender for the disbursement of the proceeds of Lender's loan;
- (b) Lender in making disbursements pursuant to any such agreement is under no obligation or duty to, nor has Lender represented that it will see to the application of such proceeds by the person or persons to whom Lender disburses such proceeds and any application or use of such proceeds for purposes other than those provided for in such agreements shall not defeat the subordination herein made in whole or part;
- (c) It intentionally and unconditionally waives, relinquishes and subordinates the lien or charge of the mortgage or deed of trust in favor of the Creditor to the lien or charge upon said land of the mortgage or deed of trust in favor of Lender above referred to and understands that in reliance upon, and in consideration of, this waiver, relinquishment and subordination specific loans and advances are being and will be made and, as part and parcel thereof, specific monetary and other obligations are being and will be entered into which would not be made or entered into but for said reliance upon this waiver, relinquishment and subordination; and
- (d) If requested by Lender, an endorsement has been placed upon the note secured by the mortgage or deed of trust first above mentioned in favor of the Creditor that said mortgage or deed of trust has by this instrument been subordinated to the lien or charge of the mortgage or deed of trust in favor of Lender above referred to.



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CONTINUATION OF SUBORDINATION AGREEMENT

CREDITOR:

Citibank N.A

By [Signature]
Printed Name JoAnn Bibb
Title Assistant Vice-President

OWNER:

[Signature]
Printed Name Robert Norton
Title _____

Printed Name _____
Title _____

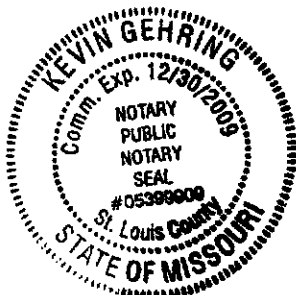
(ALL SIGNATURES MUST BE ACKNOWLEDGED)

IT IS RECOMMENDED THAT, PRIOR TO THE EXECUTION OF THIS AGREEMENT, THE PARTIES CONSULT WITH THEIR ATTORNEYS WITH RESPECT THERETO.

STATE OF MISSOURI)
County of ST. LOUIS) Ss.

On 3/12/09, before me, Kevin Gehring personally appeared JoAnn Bibb, Assistant Vice-President of Citibank N.A personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

Witness my hand and official seal.



[Signature]
Notary Public in said County and State



CONTINUATION OF SUBORDINATION AGREEMENT

CREDITOR:

Citibank N.A

By [Signature]
Printed Name JoAnn Bibb
Title Assistant Vice-President

OWNER:

Printed Name _____
Title _____

Printed Name _____
Title _____

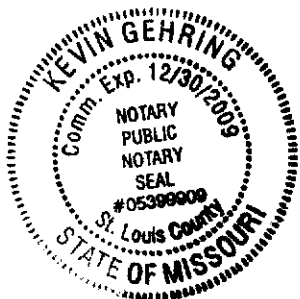
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Witness my hand and official seal.



[Signature]
Notary Public in said County and State
Kevin Gehring



200904220091
Skagit County Auditor

STATE OF Washington
County of Skagit) Ss.

On April 2, 2009, before me,
personally appeared
Robert Norton and N/A

whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

Witness my hand and official seal.

**PAM LARSON
NOTARY PUBLIC
STATE OF WASHINGTON
MY COMMISSION EXPIRES
AUGUST 1, 2011**

Pam Larson
Notary Public in said County and State
Pam Larson



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