

When recorded return to:

Nexity Bank
3680 Grandview Pkwy, Suite 200
Birmingham, AL 35243



200905120118
Skagit County Auditor

5/12/2009 Page 1 of 2 3:09PM

File for Record at Request of
Wells Fargo Escrow Company
Escrow Number: 05-00182-09

Grantor: Nexity Bank
Grantee: Wells Fargo Bank, NA

133009.111

LAND TITLE OF SKAGIT COUNTY

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. **Nexity Bank**
referred to herein as "subordinator", is the owner and holder of a mortgage dated June 6, 2005
which is recorded in _____ of Mortgages, page _____
under auditor's file 200507200044, records of Island Skagit County.
Wells Fargo Bank, NA
2. referred to herein as "lender", is the owner and holder of a mortgage dated April 29, 2009
executed BARRY M SCHAEFFER & SHERYL D SCHAEFFER HUSBAND AND WIFE
(which is recorded in volume N/A of Mortgages, N/A,
auditor's file 200905120117 records SKAGIT County) (which
is to be recorded concurrently herewith).
3. **Barry M Schaeffer and Sheryl D Schaeffer, husband and wife**
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 "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.

NOTICE: THIS SUBORDINATION 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 THEIR ATTORNEYS WITH RESPECT THERETO.

Dated: April 22, 2009

Randy Little
Nexity Bank
Randy Little
Vice President

STATE OF ALABAMA
County of JEFFERSON

}
} SS:

I certify that I know or have satisfactory evidence that

RANDY LITTLE

VICE PRESIDENT, NEXITY BANK

is/are the person(s) who appeared before me and said person(s) acknowledged that he/she/they signed this instrument on oath and stated that he/she/they is/are he/she/they authorized to execute the instrument and acknowledge it as the VICE PRESIDENT of Nexity Bank

as the free and voluntary act of such party for the uses and purposes mentioned in this instrument.

Dated: APRIL 23, 2009

Michael Goldstein
MICHAEL GOLDSTEIN

Notary Public in and for the State of Alabama

Residing at BIRMINGHAM, ALABAMA

My appointment expires: AUGUST 1, 2012

NOTARY PUBLIC STATE OF ALABAMA AT LARGE
MY COMMISSION EXPIRES: Aug 1, 2012
BONDED THRU NOTARY PUBLIC UNDERWRITERS

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