



200905290070

Skagit County Auditor

5/29/2009 Page

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2 11:19AM

## AFTER RECORDING MAIL TO:

Name Whidbey Island Bank  
Address PO BOX 1589  
City, State, Zip Oak Harbor, WA, 98277

## Subordination Agreement

Escrow No.  
Title Order No. 620000977  
Reference No's of Related Documents

CHICAGO TITLE CO.

620000977

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. Whidbey Island Bank, referred to herein as "Subordinator," is the owner and holder of a mortgage/deed of trust dated August 19, 2005, which is recorded under Recording No. 200508190094, Records of Skagit County.
2. ~~Bank of America~~ referred to herein as "Lender" is the owner and holder of a mortgage/deed of trust not to exceed the amount of \$150,000.00, dated 5-22-09, executed by Steven H. Fosso and Kori L. Fosso, (which is recorded in Volume 200905290069 of Mortgages, Page 5 under Auditor's File No. 200905290069 Records of Skagit County) (which is to be recorded concurrently herewith).
3. Steven H. Fosso and Kori L. Fosso, referred to herein as "Owner," is the owner of all the real property described in the mortgage/deed of trust to be 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 1 above to the lien of Lender's mortgage/deed of trust, 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/deed of trust, 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/deed of trust or see to the application of Lender's mortgage funds, and any application or use of such funds to purpose other than those provided for in such mortgage/deed of trust, note or agreements shall not defeat the subordination herein made in whole or part.
6. 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.
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/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 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/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.

8. 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.

Executed this 28<sup>th</sup> MAY, 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.

① Steven H. Fosso  
Steven H. Fosso

Bob Comley  
Bob Comley VP/Manager for Whidbey Island Bank

② Kori L. Fosso  
Kori L. Fosso

NAME

STATE OF Washington  
COUNTY OF Skagit

On this day before me, the undersigned Notary Public, personally appeared Steven H. Fosso and Kori L. Fosso personally known to me or proved to me on the basis of satisfactory evidence to be the individual described in and who executed the Subordination Agreement and acknowledged that he or she signed the Subordination Agreement as his or her free and voluntary act and deed, for the uses and purposes therein mentioned.

Given under my hand and official seal this 28<sup>th</sup> day of may, 2009.

By Janice L. Verburg

Notary Public in and for the State of Washington  
Residing at Anacortes  
My appointment expires 10-28-09

STATE OF Washington  
COUNTY OF Skagit

On this day before me, the undersigned Notary Public, personally appeared Bob Comley VP/Manager for Whidbey Island Bank personally known to me or proved to me on the basis of satisfactory evidence to be the individual described in and who executed the Subordination Agreement and acknowledged that he or she signed the Subordination Agreement as his or her free and voluntary act and deed, for the uses and purposes therein mentioned.

Given under my hand and official seal this 26th day of May

By Janice L. Verburg  
Janice L. Verburg

Notary Public in and for the State of Washington  
Residing at Bellingham  
My appointment expires 8/18/12

200905290070  
Skagit County Auditor