WHEN RECORDED RETURN TO:

PEOPLES BANK **PO BOX 233** LYNDEN WA 98264



6/17/2009 Page

3 11:32AM

Chicago Title Insurance Company

425 Commercial Street - Mount Vernon, Washington 98273 620003844

420 Common Otto Control Michael Control Michae
DOCUMENT TITLE(s)
1. SUBORDINATION AGREEMENT
2.
3.
REFERENCE NUMBER(s) OF DOCUMENTS ASSIGNED OR RELEASED:
200512090164 AND <u>200906170035</u>
Additional numbers on pageof the document
GRANTOR(s): 1. PEOPLES BANK
2. THOMAS W. NAPIER
3. VICTORIA L. NAPIER
Additional names on page of the document
GRANTEE(s):
1. PEOPLES BANK
2.
3.
Additional names on pageof the document
ABBREVIATED LEGAL DESCRIPTION;
N/A
Complete legal description is on pageof the document
of the document
ASSESSOR'S PROPERTY TAX PARCEL ACCOUNT NUMBER(s):
N/A
[(sign only if applicable) I am requesting an emergency nonstandard recording for an additional fee as provided in
RCW 36.18.010. I understand that the recording processing requirements may cover up or otherwise obscure some part
of the text of the original document.
Signature

This cover sheet is for the County Recorder's indexing purposes only.

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

After Recording Mail to:

Peoples Bank PO Box 233 Lynden WA 98264

Filed for Recording at Request of: Peoples Bank.

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 OF LATER SECURITY INSTRUMENT.

the undersigned subordinator and owner agrees as follows: 1. Peoples Bank, A Washington Corporation referred to herein as "subordinator", is the owner and holder of a **Deed of Trust** dated **December 8, 2005** which was recorded on **December 9, 2005** in

under auditors file No 200512090164 records of Skagit volume _ of mortgages, page _ County. 2. Peoples Bank referred to herein as "lender", is the owner and holder of a Deed of Trust dated JUNE 5, 2009, executed by Thomas W Napier and Victoria L Napier, husband and wife which is

recorded under auditor's file No. 20090(0170035 records of Skagit County (which is to recorded concurrently herewith).

3 Thomas W Napier and Victoria L Napier, husband and wife referred to herein as "owner", is the owner of all 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 occurring thereunder, including any extension or renewal thereof.

5. "Subordinator" acknowledge 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 in the amount of \$360,000.00 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 mortgagee first above mentioned to the lien or charge of the mortgage 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 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 ad "deed of trust", and

gender and number of pronouns considered to conform to undersigned.

Executed this 8th day of June, 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.

Peoples Bank	
x Deusa Charron	
Teresa Charroin, Retail Loan Underw	vriter
·	Carried and the state of the st
STATE OFWASHINGTON	, COUNTY OF <u>Whatcom</u>
	evidence that Teresa Charroin signed this
instrument, on oath stated that HE IS aut	thorized to execute this instrument and acknowledged it
as the Retail Loan Underwriter of Pe	oples Bank to be the free and voluntary act of such party
for the uses and purposes mentioned in the	nis instrument.
	TA 101. All
Dated: June 8, 2009	Permal Mullian
	Notary Public in and for the State of Washington
	Residing at: LYNDED
	My commission expires: //5/2012
	-

STATE OF WASHINGTON

COUNTY OF SKAGIT

I certify that I know or have satisfactory evidence that TERESA CHARROIN is/are the person(s) who appeared before me, and said person(s) acknowledged that SHE signed this instrument, on oath stated that SHE IS authorized to execute the instrument and acknowledged it as RETAIL LOAN UNDERWRITER of PEOPLES BANK to be the free and voluntary act of such party for the uses and purposes mentioned in the

DATED:

otary Public in and for the State of

My appointment expires

200906170037 Skagit County Auditor

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