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200906190103

Skagit County Auditor

6/19/2009 Page

1 of

3 11:26AM

WHEN RECORDED, RETURN TO:
EQUITY LOAN SERVICES, INC.
1100 SUPERIOR AVENUE, SUITE 200
CLEVELAND, OHIO 44114
NATIONAL RECORDING - TEAM 2
Accommodation Recording Per Client Request

Attn: Raji Sljivo

SUBORDINATION AGREEMENT

6067550

THIS AGREEMENT, made May 14, 2009, by Mortgage Electronic Registration Systems Inc., present owner and holder of the Note first hereinafter described and hereinafter referred to as "Beneficiary";

WITNESSETH:

THAT Dayle D. Lunz and Gregory R. Lunz, ("Owner"), did execute a Deed of Trust dated 01/11/07, to Trans Nation Title Company, as trustee, covering:

SEE ATTACHED

To secure a Note in the sum of \$15,000.00 dated 01/11/07 in favor of Mortgage Electronic Registration Systems Inc., which Deed of Trust was recorded on 03/30/2007 as Instrument Number 200703300085, Official Records.

WHEREAS, Owner has executed, or is about to execute, a Deed of Trust and note in the sum of \$141,000.00 dated 6/2/09 in favor of GMAC Bank, hereinafter referred to as "Lender", payable with interest and upon the terms and conditions described therein, which Deed of Trust is to be recorded concurrently herewith; and

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

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

WHEREAS, it is to the mutual benefit of the parties hereto that Lender make such loan to Owner; and Beneficiary is willing that the 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 Beneficiary's Deed of Trust first above mentioned.

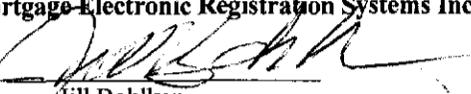
NOW THEREFORE, in consideration of the mutual benefits accruing to the parties hereto, and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and in order to induce Lender to make the loan above referred to, it is hereby declared, understood and agreed as follows:

- (1) That said 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 Beneficiary's Deed of Trust first above mentioned.
- (2) That Lender would not make its loan above described without this Subordination Agreement.
- (3) Nothing herein contained shall affect the validity or enforceability of Beneficiary's Deed of Trust except for the subordination as aforesaid.

Beneficiary declares, agrees and acknowledges that

It intentionally and unconditionally waives, relinquishes and subordinates the lien or charge of the Deed of Trust first above mentioned in favor of the lien or charge upon said land of the 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, a specific loan is being 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.

Mortgage Electronic Registration Systems Inc.

By: 
Jill Bohlken
Title: Assistant Secretary

Attest: 
Julie Rousselow
Title: Assistant Secretary

COMMONWEALTH OF IOWA :
: ss
COUNTY OF BLACK HAWK :

On this May 15, 2009, before me, Jeff Uden, the undersigned, a Notary Public in and for said County and State, personally appeared Jill Bohlken, Assistant Secretary and Julie Rousselow, Assistant Secretary, 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.


Notary Public
Jeff Uden

JEFF UDEN
IOWA NOTARIAL SEAL
COMMISSION #: 744388
MY COMMISSION EXPIRES 12/12/09



200906190103
Skagit County Auditor

Form No. 3301 (6/00)
Short Form Commitment, EAGLE
SUPER EAGLE

ORDER NO: 6067550
FILE NO: 6067550
LENDER REF: 000687247096

Exhibit "A"

The land referred to in this policy is situated in the **STATE OF WASHINGTON, COUNTY OF SKAGIT, CITY OF MOUNT VERNON**, and described as follows:

A PARCEL OF LAND SITUATED IN THE STATE OF WASHINGTON, COUNTY OF SKAGIT, WITH A STREET LOCATION ADDRESS OF 2010 MOUNTAIN VIEW DR; MOUNT VERNON, WA 98273-3034 CURRENTLY OWNED BY DAYLE D LUNZ AND GREGORY R LUNZ HAVING A TAX IDENTIFICATION NUMBER OF P53816 AND FURTHER DESCRIBED AS MT BAKER VIEW ADD TO MT VERNON LT 71 .

APN # P53816

 LUNZ
40709618 WA
FIRST AMERICAN ELS
SUBORDINATION AGREEMENT



200906190103

Skagit County Auditor

6/19/2009 Page

3 of

3 11:26AM