

RECORD AND RETURN
TITLESERV, INC
ATTN: RECORDING DEPARTMENT
88 FROELICH FARM BLVD.
WOODBURY, NY 11797

6/30/2009 Page 1 of 7 10:49AM



SUBORDINATION AGREEMENT

Loan Number:

617741624

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 11 day of May, 2009, by Roger A. Sigmen and Angela K. Sigmen, owner of the land hereinafter described and hereinafter referred to as "Owner", and Washington Mutual Bank, present owner and holder of the Security Instrument and Note first hereinafter described and hereinafter referred to as "Beneficiary";

WITNESSETH

THAT WHEREAS, Roger A. Sigmen and Angela K. Sigmen, as Grantor, did execute a Security Instrument, dated March 15, 2005 to Washington Mutual Bank, FA, A Federal Association, as Trustee, covering:

See Exhibit "A" attached hereto and made a part hereof by this reference.

to secure a Note in the sum of \$67,000.00, dated March 15, 2005, in favor of Washington Mutual Bank which Security Instrument was recorded on March 24, 2005, in Book _______, Page ______, Instrument No. 200503240060, of Official Records, in the Office of the County Recorder of Skagit County, State of Washington, and

WHEREAS, Owner has executed, or is about to execute, a Security Instrument and Note in the sum of \$123,000.00, dated May 31, 2009, in favor of Washington Mutual Bank, hereinafter referred to as "Lender", payable with interest and upon the terms and conditions described therein, which Security Instrument is to be recorded concurrently herewith; and

WHEREAS, it is a condition precedent to obtaining said loan that said Security Instrument 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 Security Instrument first above mentioned; and

WHEREAS, Lender is willing to make said loan provided the Security Instrument securing the same is a lien or charge upon the above described property prior and superior to the lien or charge of the Security Instrument first above mentioned and provided that Beneficiary will specifically and unconditionally subordinate the lien or charge of the Security Instrument first above mentioned to the lien or charge of the Security Instrument 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 Security Instrument securing the same shall, when recorded, constitute a

617741624

lien or charge upon said land which is unconditionally prior and superior to the lien or charge of the Security instrument 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 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 Security Instrument securing said Note in favor of Lender, and any renewals or extensions thereof, 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 Security Instrument 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 Security Instrument first above mentioned to the lien or charge of the Security Instrument in favor of Lender above referred to and shall supersede and cancel, but only insofar as would affect the priority between the 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 Security Instrument first above mentioned, which provide for the subordination of the lien or charge thereof to another Deed or Deeds of Trust or to another mortgage or mortgages.

Beneficiary declares, agrees and acknowledges that

- A. He consents to and approves (i) all provisions of the Note and Security Instrument 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 agreement or agreements shall not defeat the subordination herein made in whole or in part;
- C. He intentionally and unconditionally waives, relinquishes and subordinates the lien or charge of the Security Instrument first above mentioned in favor of the lien or charge upon said land of the Security Instrument 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. An endorsement has been placed upon the Note secured by the Security Instrument first above mentioned that said Security Instrument has by this instrument been subordinated to the lien or charge of the Security Instrument in favor of Lender above referred to.

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.

3 1 5 6 3 M S (06/08/07)



By: Name: Tracy Allen By: Roger A. Sigmen By: Angela K. Sigmen Title: Corporate Officer (ALL SIGNATURES MUST BE ACKNOWLEDGED) IT IS RECOMMENDED THAT, PRIOR TO THE EXECUTION OF THIS SUBORDINATION AGREEMENT, THE PARTIES CONSULT WITH THEIR ATTORNEYS WITH RESPECT THERETO. (SUBORDINATION FORM "A") STATE OF WASHINGTON IL GOLD SSS COUNTY OF OWNER OF STATE OF WASHINGTON IN THE PARTIES CONSULT WITH THEIR ATTORNEYS WITH RESPECT THERETO. (SUBORDINATION FORM "A") STATE OF WASHINGTON IN THE STATE OF WASHI		
By: Name: Tracy Allen By: Roger A. Sigmen		
By: Name: Tracy Alten) Title: Corporate Officer (ALL SIGNATURES MUST BE ACKNOWLEDGED) IT IS RECOMMENDED THAT, PRIOR TO THE EXECUTION OF THIS SUBORDINATION AGREEMENT, THE PARTIES CONSULT WITH THEIR ATTORNEYS WITH RESPECT THERETO. (SUBORDINATION FORM "A") STATE OF WACHINGTON ICCOLD On this day personally appeared before me and described in and who executed the within and foregoing instrument, and acknowledge that they signed the same as their free and voluntary act and deed for the uses and purposes therein mentioned. WITNESS my hand and official seal this Difficulty and the State of Wachington ICCOLD Notary Public in and for the State of Wachington ICCOLD Notary Public in and for the State of Wachington ICCOLD Angela K. Sigmen An	A Committee of the comm	Bv.
Name: Tracy Allen Title: Corporate Officer (ALL SIGNATURES MUST BE ACKNOWLEDGED) IT IS RECOMMENDED THAT, PRIOR TO THE EXECUTION OF THIS SUBORDINATION AGREEMENT, THE PARTIES CONSULT WITH THEIR ATTORNEYS WITH RESPECT THERETO. (SUBORDINATION FORM "A") STATE OF WASHINGTON IC (SUBORDINATION FORM "A") STATE OF WASHINGTON IC (SUBORDINATION FORM "A") STATE OF WASHINGTON IC (SUBORDINATION FORM "A") COUNTY OF On this day personally appeared before me and to me known to be the individuals the same as their free and voluntary act and deed for the uses and purposes therein mentioned. WITNESS my hand and official seal this Difference of the same as their free and voluntary act and deed for the uses and purposes therein mentioned.		
Angela K. Sigmen (ALL SIGNATURES MUST BE ACKNOWLEDGED) IT IS RECOMMENDED THAT, PRIOR TO THE EXECUTION OF THIS SUBORDINATION AGREEMENT, THE PARTIES CONSULT WITH THEIR ATTORNEYS WITH RESPECT THERETO. (SUBORDINATION FORM "A") STATE OF WASHINGTON ICCOLD On this day personally appeared before me and to me known to be the individuals described in and who executed the within and foregoing instrument, and acknowledge that they signed the same as their free and voluntary act and deed for the uses and purposes therein mentioned. WITNESS my hand and official seal this Ditter day of May 1, 2017	by. <u> </u>	
(ALL SIGNATURES MUST BE ACKNOWLEDGED) IT IS RECOMMENDED THAT, PRIOR TO THE EXECUTION OF THIS SUBORDINATION AGREEMENT, THE PARTIES CONSULT WITH THEIR ATTORNEYS WITH RESPECT THERETO. (SUBORDINATION FORM "A") STATE OF WASHINGTON ICCOUNTY OF SSS SSS SSS SSS SSS SSS SSS SSS SSS	Name: Tracy Al(en)	
(ALL SIGNATURES MUST BE ACKNOWLEDGED) IT IS RECOMMENDED THAT, PRIOR TO THE EXECUTION OF THIS SUBORDINATION AGREEMENT, THE PARTIES CONSULT WITH THEIR ATTORNEYS WITH RESPECT THERETO. (SUBORDINATION FORM "A") STATE OF WACHINGTON IC (FOLL) On this day personally appeared before me and to me known to be the individuals described in and who executed the within and foregoing instrument, and acknowledge that they signed the same as their free and voluntary act and deed for the uses and purposes therein mentioned. WITNESS my hand and official seal this Quality day of MAY, Quality Public in and for the State of Washington IC (FOLE)		Angela K. Sigmen
(ALL SIGNATURES MUST BE ACKNOWLEDGED) IT IS RECOMMENDED THAT, PRIOR TO THE EXECUTION OF THIS SUBORDINATION AGREEMENT, THE PARTIES CONSULT WITH THEIR ATTORNEYS WITH RESPECT THERETO. (SUBORDINATION FORM "A") STATE OF WACHINGTON ICCOUNTY OF On this day personally appeared before me and to me known to be the individuals described in and who executed the within and foregoing instrument, and acknowledge that they signed the same as their free and voluntary act and deed for the uses and purposes therein mentioned. WITNESS my hand and official seal this Quitable day of MAY Notary Public in and for the State of Washington ICCOUNTY OF MAY Notary Public in and for the State of Washington ICCOUNTY OF MAY Notary Public in and for the State of Washington ICCOUNTY OF MAY Notary Public in and for the State of Washington ICCOUNTY OF MAY Notary Public in and for the State of Washington ICCOUNTY OF MAY Notary Public in and for the State of Washington ICCOUNTY OF MAY Notary Public in and for the State of Washington ICCOUNTY OF MAY Notary Public in and for the State of Washington ICCOUNTY OF MAY Notary Public in and for the State of Washington ICCOUNTY OF MAY Notary Public in and for the State of Washington ICCOUNTY OF MAY Notary Public in and for the State of Washington ICCOUNTY OF MAY Notary Public in and for the State of Washington ICCOUNTY OF MAY Notary Public in and for the State of Washington ICCOUNTY OF MAY Notary Public in and for the State of Washington ICCOUNTY OF MAY Notary Public in and for the State of Washington ICCOUNTY OF MAY Notary Public in and for the State of Washington ICCOUNTY OF MAY Notary Public in and for the State of Washington ICCOUNTY OF MAY Notary Public in and for the State of Washington ICCOUNTY OF MAY Notary Public in and for the State of Washington ICCOUNTY OF MAY Notary Public in and for the State of Washington ICCOUNTY OF MAY Notary Public in and for the State of Washington ICCOUNTY OF MAY Notary Public in and for the State of Washington ICCOUNTY OF MAY Notary Public i	Title Corporate Officer	
IT IS RECOMMENDED THAT, PRIOR TO THE EXECUTION OF THIS SUBORDINATION AGREEMENT, THE PARTIES CONSULT WITH THEIR ATTORNEYS WITH RESPECT THERETO. (SUBORDINATION FORM "A") STATE OF WASHINGTON IC LEGES On this day personally appeared before me and to me known to be the individuals of the same as their free and voluntary act and deed for the uses and purposes therein mentioned. WITNESS my hand and official seal this 20 day of MAY	Tille: Oorporate Omoor	
(SUBORDINATION FORM "A") STATE OF WASHINGTON II (FIGES) On this day personally appeared before me and to me known to be the individuals described in and who executed the within and foregoing instrument, and acknowledge that they signed the same as their free and voluntary act and deed for the uses and purposes therein mentioned. WITNESS my hand and official seal this Dutated and the same as their free and voluntary act and deed for the uses and purposes therein mentioned.	(ALL SIGNATURES MUST BE	E ACKNOWLEDGED)
STATE OF WASHINGTON ICLEUIS) ss COUNTY OF DWALE On this day personally appeared before me and to me known to be the individuals described in and who executed the within and foregoing instrument, and acknowledge that they signed the same as their free and voluntary act and deed for the uses and purposes therein mentioned. WITNESS my hand and official seal this DU day of MAY DUS Notary Public in and for the State of Washington ICLEUIS	AGREEMENT, THE PARTIES CONSULT WITH THEIR	ATTORNEYS WITH RESPECT THERETO.
On this day personally appeared before me	The second of	•
On this day personally appeared before me	STATE OF MACHINISTON TO COME TO S	
On this day personally appeared before me and		
On this day personally appeared before me		
notary Public in and for the State of Washington To the known to be the individuals described in and who executed the within and foregoing instrument, and acknowledge that they signed the same as their free and voluntary act and deed for the uses and purposes therein mentioned. Notary Public in and for the State of Washington To the state of the uses are purposed to the uses and purposes therein mentioned.		Tona A
, to me known to be the individuals described in and who executed the within and foregoing instrument, and acknowledge that they signed the same as their free and voluntary act and deed for the uses and purposes therein mentioned. WITNESS my hand and official seal this 20 day of May	On this day personally appeared before me	11GTC7 TURN
, to me known to be the individuals described in and who executed the within and foregoing instrument, and acknowledge that they signed the same as their free and voluntary act and deed for the uses and purposes therein mentioned. WITNESS my hand and official seal this 20 day of May	and V	cono carlo activo
described in and who executed the within and foregoing instrument, and acknowledge that they signed the same as their free and voluntary act and deed for the uses and purposes therein mentioned. WITNESS my hand and official seal this 20 day of MAY		to me known to be the individuals
WITNESS my hand and official seal this Quit day of MA7, QUIT	described in and who executed the within and foregoing	instrument, and acknowledge that they signed
WITNESS my hand and official seal this QU day of MA7	the same on their free and voluntary act and doed for the	uses and ournoses therein mentioned
Notary Public in and for the State of Weshington ICLINATS	the same as their free and voluntary act and deed for the	uses and purposes therein mentioned.
Notary Public in and for the State of Weshington ICLINATS		
Notary Public in and for the State of Weshington ICLINATS	- / リイー / / あったくぐ	
Notary Public in and for the State of Washington ICLINALS	WITNESS my hand and official seal this 100 day	of 1047
Notary Public in and for the State of Weshington ICLINALS		
Notary Public in and for the State of Neshington ICLINALS	1/1/0/10/19	
Notally Fubic in and for the State of visconington	Notary Bublish and for the State of Attachmenton IIII	107 5
$\mathcal{L}_{\mathcal{L}}$	Notally Public III and for the State of Vicasimigton	
residing at: CHTAGU IC 60601	residing at (M4/A60 JC 60601	
4/-27	L/-	
My commission expires:	My commission expires:	d) d() (
그리고 그는 그리고 그는 그는 그는 그는 그는 그리고 그리고 그리고 그리고 그를 들어 그릇 것이다. 그리고 그리고 그리고		
	OFFICIAL SEAL	
OFFICIAL SEAL	SUNKISTOPHER O'MALLODAM	
OFFICIAL SEAL CHRISTOPHER O'HALLORAN	NOTARY PUBLIC, STATE OF ILLINOIS	

200906300061 Skagit County Auditor

OWNER BENEFICIARY Washington Mutual Ban By: Tracy Allen' Name: Angela K. Sigmen Corporate Officer Title: (ALL SIGNATURES MUST BE ACKNOWLEDGED) IT IS RECOMMENDED THAT, PRIOR TO THE EXECUTION OF THIS SUBORDINATION AGREEMENT, THE PARTIES CONSULT WITH THEIR ATTORNEYS WITH RESPECT THERETO. (SUBORDINATION FORM "A") STATE OF WACHINGTON ILLEWIS) SS COUNTY OF On this day personally appeared before me to me known to be the individuals described in and who executed the within and foregoing instrument, and acknowledge that they signed the same as their free and voluntary act and deed for the uses and purposes therein mentioned. day of WITNESS my harbe Notary Public in and for the State of Washington Il Line IS residing at CHIPAGU

OFFICIAL SEAL
CHRISTOPHER O'HALLORAN
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES 4-25-2011

My commission expires:

3 1 5 6 3 M S (06/08/07)

200906300061 Skagit County Auditor

Loan Number:

STATE OF WASHINGTON)	· · · · · · · · · · · · · · · · · · ·
Okart)s	
COUNTY OF Skagit On this day personally appeared before me	Angola K Siamen
and Roger A Sigmen	, to me known to be the individuals
described in and who executed the within and loss	going instrument, and acknowledge that they signed
the same as their free and voluntary act and deed for	or the uses and purposes therein mentioned.
WITNESS my hand and official seal this	day of May , 2009.
VVII WESS (II) Hand and Olacar searching 9	907 61
Harris CHall	
Notary Public in and for the State of Washington	
residing at: Mount Vernon	
My commission expires: Jam 14 6	2019
wy commission expires.	
	Notary Public Committee of the Committee
	SIGN OF WEIGHT
	American States Ann 14, 2010
STATE OF WASHINGTON)	
) \$	N //
COUNTY OF) On this day personally appeared before me	
and	
	to me known to be the individuals
described in and who executed the within and for	going instrument, and acknowledge that they signed
the same as their free and voluntary act and deed for	or the uses and purposes therein mentioned.
WITNESS my hand and official seal this	day of
Notary Public in and for the State of Washington	
residing at:	
My commission expires:	
The second secon	

200906300061 Skagit County Auditor

617741624

EXHIBIT "A"

200906300061 Skagit County Auditor 6/30/2009 Page 6 of 71

7 10:49AM

Exhibit A

THE FOLLOWING DESCRIBED REAL ESTATE, SITUATED IN THE COUNTY OF SKAGIT, STATE OF WASHINGTON:

LOT 30 OF SURVEY RECORDED DECEMBER 23, 1996 IN VOLUME 19 OF SURVEYS, PAGES 31 THROUGH 35, UNDER AUDITORS FILE NO. 9612230056, RECORDS OF SKAGIT COUNTY, WASHINGTON, BEING A PORTION OF MAP OF TILE CITY OF ANACORTES, AS PER PLAT RECORDED IN VOLUME 2 OF PLATS, PAGE 4 THROUGH 7.

PARCEL ID: 3772-225-015-0000

Commonly known as 2316 25TH STREET Anacortes, WA 98221 However, by showing this address no additional coverage is provided.

6/30/2009 Page

7 of

7 10:49AM