

AFTER RECORDING MAIL TO:  
HomeStreet Bank  
Attn: Home Equity Lending Department  
2000 Two Union Square  
601 Union Street  
Seattle, WA 98101



200909100081  
Skagit County Auditor

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CHICAGO TITLE CO.

620005403

File for Record at Request of HomeStreet Bank

## Subordination Agreement

Reference Numbers(s): 427887

Grantor(s): Douglas T. Davidson and Judith E. Davidson, husband and wife

Grantee(s): Mortgage Electronic Registration Systems, Inc. ("MERS"), Solely as Nominee for Lender and Lender's Successors and Assigns: HomeStreet Bank, A Washington State Chartered Savings Bank

**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 agree as follows:

1. Mortgage Electronic Registration Systems, Inc., as nominee for HomeStreet Bank, A Washington State Chartered Savings Bank as Lender referred to herein as "subordinator", is the owner and holder of a mortgage dated July 7, 2008 which is recorded in volume \_\_\_\_\_ of Mortgages, page \_\_\_\_\_ under auditor's file No. 200807110054, records of Skagit County.
2. Windermere Mortgage Services Series LLC, A Delaware Series Limited Liability Company referred to herein as "lender", is the owner and holder of a mortgage dated September 2, 2009 executed by Douglas T. Davidson and Judith E. Davidson  
(which is recorded in volume \_\_\_\_\_ of Mortgages, page \_\_\_\_\_ under auditor's file No. 200909100080, records of Skagit County)  
(which is to be recorded concurrently herewith).
3. Douglas T. Davidson and Judith E. Davidson 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 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 as "deed of trust", and gender and number of pronouns considered to conform to undersigned.

Executed this 18<sup>th</sup> day of August, 2009.

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.

Douglas T. Davidson

Judith E. Davidson

Mortgage Electronic Registration Systems, Inc., as nominee for the lender HomeStreet Bank

By: Barbara Jorgensen

Barbara Jorgensen

Its: Assistant Secretary for MERS and Vice President of HomeStreet Bank

STATE OF WA }  
County of Skagit } SS:

I certify that I know or have satisfactory evidence that Douglas T. Davidson and Judith E. Davidson

is/are the individual(s) who appeared before me, and said Individual(s) acknowledged that he/she/~~they~~ signed this instrument and acknowledged it to be his/het/~~their~~ free and voluntary act for the uses and purposes mentioned in this instrument.

Given under my hand and seal this 4th day of September, 2009.

Cheryl L. Trueman  
(signature)

Cheryl L. Trueman

Notary Public in and for the State of WA

Residing at Mount Vernon

My appointment expires 5/14/11

STATE OF Washington }  
County of King } SS:

I certify that I know or have satisfactory evidence that Barbara Jorgensen

is/are the individual(s) who appeared before me, and said Individual(s) acknowledged that he/she/they signed this instrument, on oath stated that he/she/they is/are authorized to execute the instrument and acknowledged it as the Assistant Secretary of MERS and Vice President

HomeStreet Bank of to be the free and voluntary act of such party for the uses and purposes mentioned in this instrument.

Given under my hand and seal this 18th day of August, 2009.



Susan Mainville  
(signature)

Notary Public in and for the State of Washington

Residing at Edmonds WA

My appointment expires 5-9-13

