



200910130014

Skagit County Auditor

10/13/2009 Page 1 of 2 9:21AM

200906080165

Skagit County Auditor

6/8/2009 Page 1 of 1 3:29PM

After Recording Mail to:

Name Peoples Bank

Address 1333 Cornwall Ave.

City, State, Zip Bellingham, Wa 98225

Filed for Recording at Request of

LAND TITLE OF SKAGIT COUNTY

RE-Record to Correct Notary & Signature Line

132293-PAE

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~~ Peoples Bank referred to herein as "subordinator", is the owner and holder of a mortgage dated August 16, 2007, which is recorded in volume _____ of Mortgages, page _____, under auditor's file No. 200709050064, records of Skagit County.
2. Peoples Bank referred to herein as "lender", is the owner and holder of a mortgage dated 12/8/2009, executed by Christopher K Burgess and Tracy Nimmerrichter-Burgess, Husband and Wife, in the amount of \$412,580.00 which is recorded in volume _____ of Mortgages, page _____, under auditor's file No. 200906080164, records of Skagit County) (which is to be recorded concurrently herewith).
3. Christopher K Burgess and Tracy Nimmerrichter-Burgess, 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 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 _____ day of _____,

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.

S.E. Krieger, Assistant Treasurer of Navy Federal Credit Union

STATE OF WASHINGTON
COUNTY OF _____

On this _____ day of _____, 20____
before me, the undersigned, a Notary Public in and State of Washington, duly commissioned and sworn, personally appeared _____

and _____
to me known to be the _____ President and Secretary, respectively of _____ the corporation that executed the foregoing instrument, and and acknowledged the said instrument to be the free and voluntary act and deed of said corporation, for the uses and and purposes therein mentioned, and on oath stated that _____ authorized to execute the said instrument and that the seal affixed is the corporate seal of said corporation.

Witness my hand and official seal hereto affixed the day and year first above written.

Notary Public in and for the State of Washington, residing at, _____

~~SEE ATTACHED NOTARY~~
STATE OF ~~WASHINGTON~~ Virginia
COUNTY OF Fairfax

On this day personally appeared before me

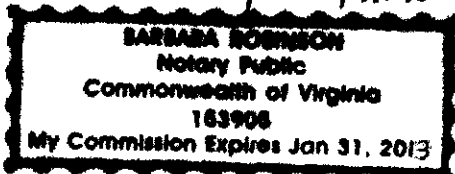
S.E. Krieger

to me known to be the individual(s) described in and who executed the within and foregoing instrument, and acknowledged that he signed the same as his free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this

27th day of May 2009

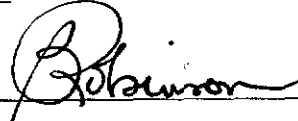
Barbara Robinson
Notary Public in and for the State of ~~Washington~~ Virginia
residing at 820 Pollin Lane, Vienna, VA 20180



STATE OF Virginia }
County of Fairfax , SS:

I certify that I know or have satisfactory evidence that S. E. Krieger
signed this instrument, on oath stated that He is
authorized to execute the instrument and acknowledged it as the Assistant Treasurer
of Navy Federal Credit Union to be the free and voluntary act of such
party for the uses and purposes mentioned in this instrument.

Dated: May 27, 2009



Notary Public in and for the State of Virginia
Residing at 820 Follin Lane, Vienna, VA 20180
My appointment expires: 131-2013

BARBARA ROBINSON
Notary Public
Commonwealth of Virginia
153905
My Commission Expires Jan 31, 2013



200910130014
Skagit County Auditor