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200912090077
Skagit County Auditor

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Document Title(s)
Subordination Agreement

CRS#7377707

Reference Number(s) of related document

200609260106

200912090076

Additional reference #'s on page

Grantor(s) (Last, first and Middle Initial)

Lemke, Scott A.

Lemke, Sara L.

HORIZON BANK

Additional grantors on page

Grantee(s) (Last, First and Middle Initial)

Wells Fargo Bank, NA

- (Trustee)

Additional Grantees on page

Legal Description (abbreviated form: i.e. lot, block, plat or section, township, range quarter)

Lot 98, Block 1, Lake Cavanaugh Subdivision, Div #3, Vol 6, Pg 25, Skagit Cnty, WA.

Full legal Description on Exhibit A

Assessor's Property Tax Parcel/Account Number

P66874

Additional Parcel #'s on page

The Auditor/Recorder will rely on the information provided on this form. The staff will not read the document to verify the accuracy or completeness of the indexing information provided herein. 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 of Requesting Party

~~AFTER RECORDING MAIL TO:~~

Name Horizon Bank
Address 2211 Rimland Drive Suite 230
City, State, Zip Bellingham, WA 98226

Filed for Record at Request of:

SUBORDINATION AGREEMENT

WA - 737767

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 agrees as follows:

1. **Horizon Bank** referred to herein as "subordinator," is the owner and holder of a mortgage dated **September 25, 2006** which is recorded in volume **n/a** of Mortgages, page **n/a** under Auditor's File No. **200609260106**, records of **Skagit** County.
2. **Wells Fargo Bank** referred to herein as "lender," is the owner and holder of a mortgage dated Nov 30, 2009 executed by **Scott A Lemke and Sara L Lemke** (which is recorded in volume of Mortgage, page under Auditor's File No. 200912090076, records of **Skagit** County) (which is recorded concurrently herewith.)
3. **Scott A Lemke and Sara L Lemke** 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 assignments 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 supersede 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 _____, 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.

By _____
Scott A Lemke

By _____

By _____
Sara L Lemke

By _____

By _____

By Stephen Crandall
Stephen Crandall, Vice President

By _____

By Cari Moyes
Cari Moyes, Assistant Vice President

STATE OF WASHINGTON

COUNTY OF _____

I certify that I know or have satisfactory evidence that _____ (is/are) the person(s) who appeared before me, and said person(s) acknowledged that (he/she/they) signed this instrument and acknowledged it to be (his/her/their) free and voluntary act for the uses and purposes mentioned in this instrument.

Dated: _____

Prepared by: Stephen Crandall

Horizon Bank

2211 Rimland Drive Ste 230

Bellingham, WA 98226

Notary Public in and for the state of _____

Residing at _____

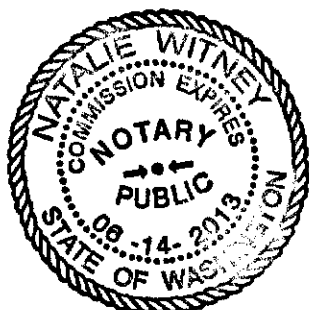
My appointment expires: _____

STATE OF WASHINGTON

COUNTY OF _____

I certify that I know or have satisfactory evidence that **Stephen Crandall** and **Cari Moyes** are the persons who appeared before me, and said persons acknowledged that they signed this instrument, on oath stated that they are authorized to execute this instrument and acknowledged it as the **Vice President** and **Asst. Vice President** respectively of **Horizon Bank, a Washington Corporation** to be the free and voluntary act of such corporation for the uses and purposes mentioned in the instrument.

Dated: 11-4-9



Natalie Whitney

Notary Public in and for the State of _____

Residing at Lynden WA

My commission expires: 06-14-2013

Natalie Whitney

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Order ID: 7377707
Loan No.: 0115758203

**EXHIBIT A
LEGAL DESCRIPTION**

The following described property:

Lot 98, Block 1, "Lake Cavanaugh Subdivision, Division No. 3" as per plat recorded in Volume 6 of Plats at Page 25, in the records of Skagit County, State of Washington.

Situate in County of Skagit, State of Washington.

Assessor's Parcel Number: P66874



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