



201006020034

Skagit County Auditor

6/2/2010 Page

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10 12:04PM

Return Address:

Hanover Settlement & Escrow
300 Frederick Street Ste. 4
Hanover, PA 17331

Please print or type information WASHINGTON STATE RECORDER'S Cover Sheet (RCW 65.04)

Document Title(s) (or transactions contained therein): (all areas applicable to your document must be filled in)

- 1. Subordination Agreement 2. _____
- 3. _____ 4. 201006020033

Reference Number(s) of Documents assigned or released:

Additional reference #'s on page _____ of document 200910150025

Grantor(s) Exactly as name(s) appear on document

- 1. 1st Security Bank of Washington
- 2. Anthony Hale

Additional names on page _____ of document.

Grantee(s) Exactly as name(s) appear on document

- 1. Nationwide Mortgage Concepts
- 2. _____

Additional names on page _____ of document.

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

Lot 8 Plat of Riverview, Volume II of Plats, page 12

Additional legal is on page _____ of document.

Assessor's Property Tax Parcel/Account Number assigned 4226-000-008-0002 & P78755

Assessor Tax # not yet

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 signing below and paying an additional \$50 recording fee (as provided in RCW 36.18.010 and referred to as an emergency nonstandard document), because this document does not meet margin and formatting requirements. Furthermore, I hereby understand that the recording process may cover up or otherwise obscure some part of the text of the original document as a result of this request."

Signature of Requesting Party

Note to submitter: Do not sign above nor pay additional \$50 fee if the document meets margin/formatting requirements

**MIRECORDED AT THE REQUEST OF:
AND AFTER RECORDING RETURN TO:**

Hanover Settlement & Escrow
300 Frederick Street Ste. 4
Hanover, PA 17331
EB24780

NGTON

**SUBORDINATION AGREEMENT
(Fixture Loans)**

**GRANTOR #1
(Fixture Lender):** **1ST SECURITY BANK OF WASHINGTON**

**GRANTOR #2
(Owner of Property):** Anthony Hale

**GRANTEE
(Mortgage Lender):** Nationwide Mortgage Concepts

**ABBREVIATED
LEGAL DESCRIPTION
(Washington Properties
Only):** RIVERVIEW, LOT 8 "PLAT OF RIVERVIEW," AS PER
PLAT RECORDED IN VOLUME 11 OF PLATS, PAGE
12, RECORD IN SKAGIT COUNTY, WASHINGTON.

**ASSESSOR'S TAX
PARCEL ID NUMBER(S)
(Washington Properties
Only):** P78755

**REFERENCE NUMBER(S)
(Washington Properties Only):** 200910150025 (Fixture Filing)



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 OR LATER SECURITY INSTRUMENT.

The undersigned Owner, Fixture Lender and Mortgage Lender agree as follows:

1. **Mortgage Loan.** Nationwide Mortgage Concepts ("**Mortgage Lender**"), is the owner and holder of a mortgage, deed of trust or trust deed dated May 15, 2010, executed by Anthony Hale (individually and collectively, if more than one, "**Owner**") which is recorded in the real property records of Skagit County, Washington (the "**Mortgage**"), securing repayment of a loan from Mortgage Lender (the "**Mortgage Loan**") in the maximum principal amount of Two Hundred Thirteen Thousand Seven Hundred Dollars (\$213,700.00). Mortgage and the promissory note and other documents relating to the Mortgage Loan are sometimes hereinafter referred to collectively as the "Mortgage Loan Documents."
2. **Fixture Loan.** 1st Security Bank of Washington ("**Fixture Lender**") has made a loan to Owner which is secured by the collateral ("**Fixture Collateral**") described in a UCC Fixture Filing which is recorded or filed in the real property records of Skagit County, Washington under Recording No. 200910150025 (the "**Fixture Filing**").
3. **Property.** Owner is the sole owner of the Fixtures and the real property described in the Mortgage and the Fixture Filing, which real property is identified by abbreviated legal description and parcel ID on the front page of this Agreement (the "**Property**").
4. **Subordination of Fixture Filing.** Fixture Lender agrees, for the benefit of Mortgage Lender, that: (i) its security interest in the Fixtures that are the subject of the Fixture Filing is subject and subordinate to the lien of the Mortgage and all other rights under the Mortgage Loan Documents and all advances or charges made or accruing thereunder, including any and all extensions, modifications (other than those prohibited by Section 5 below) and renewals thereof, additional advances thereunder to preserve and protect the collateral or to cure defaults under the Mortgage Loan Documents (whether or not Mortgage Lender is obligated or committed to make such advances) and capitalization of interest, costs and fees in connection with any of the foregoing; and (ii) Fixture Lender claims no interest in the Property other than the security interest in Fixtures which is created by the Fixture Filing.
5. **Prohibited Modifications of Mortgage Loan.** Mortgage Lender and Owner agree that without the consent of Fixture Lender, which may be granted or

1st Security Bank Fixture Loan Subordination Agreement
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withheld in the sole discretion of Fixture Lender, they will not modify the Mortgage Loan Documents so as to: (i) shorten the maturity date of the Mortgage Loan; (ii) cross-default the Mortgage Loan with any other indebtedness of Owner; (iii) increase the interest rate on the Mortgage Loan (other than increases which are contemplated by the Mortgage Loan Documents as they exist today; or (iv) increase the principal amount of the Mortgage Loan.

6. **Acknowledgments of Fixture Lender.** Fixture Lender acknowledges that, prior to the execution thereof, it has had the opportunity to examine the terms of the Mortgage and the Mortgage Loan Documents and consents to the same. Fixture Lender further acknowledges that Mortgage Lender has no obligation to Fixture Lender to advance any funds under the Mortgage or to see to the application of Mortgage Lender's loan funds, and any application or use of such funds for purposes other than those provided for in the Mortgage or any of the other Mortgage Loan Documents shall not defeat the subordination herein made in whole or in part. It is understood by the parties hereto that Mortgage Lender would not make the Mortgage Loan without this Agreement.

7. **Actions by Mortgage Lender; Fixture Lender's Waivers.** Mortgage Lender, without the consent of or notice to Fixture Lender, may release any or all parties liable for any obligation secured by the Mortgage Loan Documents, and release any or all security for the obligations secured by the Mortgage, all without affecting the subordination of the Fixture Filing. Fixture Lender waives any right to require marshaling of assets or to require Mortgage Lender to proceed against or exhaust any specific security for the obligations secured by the Mortgage, and waives any defense arising out of the loss or impairment of any right of subrogation to the lien of the Mortgage. With the exception of modifications prohibited by Section 5 above, Mortgage Lender and Owner may freely enter into extensions, modifications and renewals of the Mortgage Loan Documents without notice to or consent of the Fixture Lender and no such modification, extension or renewal shall defeat the subordination made in this Agreement in whole or in part.

8. **Notice and Opportunity to Cure Defaults on Mortgage Loan.** Mortgage Lender agrees to give Fixture Lender notice of any defaults under the Mortgage Loan Documents and the right to cure such defaults during the time period which is given to Owner under the Mortgage Loan Documents.

9. **Entire Agreement.** This Agreement shall be the whole and only agreement between the parties hereto with regard to the subordination granted herein and shall supersede and cancel any prior agreements as to such subordination.

10. **Successors and Assigns.** The heirs, administrators, assigns and successors in interest of the parties hereto shall be bound by this agreement.



6920 **Notices.** All notices, demands or other communications to be given or sent pursuant to this agreement shall be delivered personally or by reputable overnight courier service, and shall be deemed given when actually received or rejected by the intended recipient.

If to Fixture Lender: 1st Security Bank of Washington
6920 220th Street SW
Mountlake Terrace, WA 98043
Attention: Loan Servicing

If to Mortgage Lender: Nationwide Mortgage Concepts
1155 Roberts BLVD, Suite 200
Kennesaw, GA 03144

If to Owner: Anthony Hale
2313 Monica DR
Mt. Vernon, WA 98273

Any party may change the address to which notices are to be sent to it by written notice to the other parties in the manner aforesaid.

12. Governing Law; Attorneys Fees. This Agreement shall be governed by and construed in accordance with the laws of the State where the Property is located. The prevailing party shall be entitled to its reasonable attorneys fees and all other costs and expenses in any action to enforce or interpret this Agreement.

[Signatures Appear on Following Page]



DATED as of the 30th day of April, 2010.

**FIXTURE
LENDER:**

**1ST SECURITY BANK OF
WASHINGTON**

By: 41078

Name: Cassie Rice-Hoff

Title: Credit Analyst

OWNER:

X See attached

**MORTGAGE
LENDER:**

Nationwide Mortgage Concepts, LLC

By: Angela Mortimore

Name: Angela Mortimore

Title: Vice-President



DATED as of the 30th day of April, 2010

**FIXTURE
LENDER:**

**1ST SECURITY BANK OF
WASHINGTON**

By: 4076

Name: Cassie Rice-Hoff

Title: Credit Analyst

OWNER:

[Signature]

Anthony R. Hale

**MORTGAGE
LENDER:**

Nationwide Mortgage Concepts, LLC

By: [Signature]

Name: Angela Mortimore

Title: Vice-President



STATE OF Washington

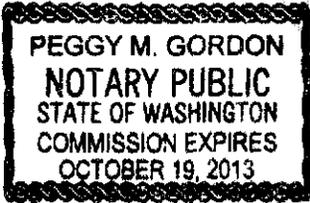
SS.

COUNTY OF Snohomish

I certify that I know or have satisfactory evidence that Cassie Rice-Hoff is the person who appeared before me, and said person acknowledged that said person signed this instrument, on oath stated that said person was authorized to execute the instrument and acknowledged it as the Credit Analyst of 1ST SECURITY BANK OF WASHINGTON to be the free and voluntary act of such entity for the uses and purposes mentioned in the instrument.

DATED this 30th day of April, 2010.

Peggy M. Gordon
(Signature of Notary)



Peggy M. Gordon

(Legibly Print or Stamp Name of Notary)

Notary public in and for the State of Washington,
residing at King County

My appointment expires October 19th, 2013



STATE OF Washington

COUNTY OF Skagit

Before me the undersigned authority, on this day personally appeared Anthony R. Hale known to me or proved to me through satisfactory evidence, to be the person(s) whose name is subscribed to the foregoing instrument, and acknowledged to me that he/she/they executed same for the purposes and consideration therein expressed.

Given under my hand and seal this 15 day of May, 2010.

[Seal] Lisa M. Long (Notary Signature)
Notary Public in and for the State of Wa

Notary's Name (Must be Printed): Lisa M. Long

My Commission Expires (Must be Printed): 5/20/2011



201006020034
Skagit County Auditor

STATE OF Georgia |
COUNTY OF Cobb | SS.

I certify that I know or have satisfactory evidence that Angela Martinez is the person who appeared before me, and said person acknowledged that said person signed this instrument, on oath stated that said person was authorized to execute the instrument and acknowledged it as the 4th of May 2010 to be the free and voluntary act of such entity for the uses and purposes mentioned in the instrument.

DATED this 4th day of May, 2010.

Sandi Norrell

(Signature of Notary)

Sandi Norrell

(Legibly Print or Stamp Name of Notary)

Notary public in and for the State of GA Washington,
residing at County of Cobb

My appointment expires 04.07.11

