

When recorded return to:

The Estate of Lyde L. Herrle  
17278 SR 536  
Mount Vernon, WA 98273

1764423  
File for Record at Request of  
Land Title and Escrow  
Escrow Number: 136134-SE

Grantor: Janice R. Otto  
Grantee: Rosemary H. Kamb

LAND TITLE OF SKAGIT COUNTY



201006040064  
Skagit County Auditor

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## 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 subordinator and owner agrees as follows:

1. Marie Kunferman, personal representative of **The Estate of Lyde L. Herrle** referred to herein as "subordinator", is the owner and holder of a mortgage dated June 2<sup>nd</sup>, 2010 which is recorded in \_\_\_\_\_ of Mortgages, page \_\_\_\_\_ under auditor's file 201006040063, records of Skagit County. Janice R. Otto
2. referred to herein as "lender", is the owner and holder of a mortgage dated June 4<sup>th</sup>, 2010 executed June 4<sup>th</sup>, 2010 (which is recorded in volume \_\_\_\_\_ of Mortgages, auditor's file 201006040062 records Skagit County) (which is to be recorded concurrently herewith).
3. **Rosemary H. Kamb** 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 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.

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.

Dated:

6-4-2010

Marie Kunferman  
Marie Kunferman, Personal Representative  
of the Estate of Lyde L. Herrle

STATE OF  
County of

Washington

Skagit

SS:

I certify that I know or have satisfactory evidence that Marie Kunferman  
signed this instrument, on oath stated that She is  
authorized to execute the instrument and acknowledged it as the Personal Representative  
of The Estate of Lyde L. Herrle to be the free and voluntary act of such  
party for the uses and purposes mentioned in this instrument.

Dated:

6/4/10

Anneliese Maria Farrell  
Notary Public in and for the State of Washington  
Residing at La Conner  
My appointment expires: 6/28/12

ANNELIESE MARIA FARRELL  
STATE OF WASHINGTON  
NOTARY --- PUBLIC  
My Commission Expires 6-28-2012



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