

WHEN RECORDED, RETURN TO:
FIRST AMERICAN LENDERS ADVANTAGE
1100 SUPERIOR AVENUE, SUITE 200
CLEVELAND, OHIO 44114
NATIONAL RECORDING - TEAM 1
Accommodation Recording Per Client Request

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6594641

SUBORDINATION AGREEMENT

THIS AGREEMENT, made June 23, 2010, by Mortgage Electronic Registration Systems, Inc., present owner and holder of the Note first hereinafter described and hereinafter referred to as "Beneficiary";

WITNESSETH:

THAT Chris B. Sarver and Robyn L. Sarver, ("Owner"), did execute a Deed of Trust dated 6/20/07, to Trans Nation Title Co, as trustee, covering:

SEE ATTACHED EXHIBIT A.
PARLEL # PS4282 LOT & Soura's Add Vol & PG 70

To secure a Note in the sum of \$53,000.00 dated 6/20/07in favor of Mortgage Electronic Registration Systems, Inc., which Deed of Trust was recorded on 7/19/07 as 200707190124, Official Records.

201007150054

WHEREAS, Owner has executed, or is about to execute, a Deed of Trust and note in the sum of \$176,200.00 (not to exceed) dated 10 30 100 in favor of Ally Bank Corp f/k/a GMAC Bank, hereinafter referred to as "Lender", payable with interest and upon the terms and conditions described therein, which Deed of Trust is to be recorded concurrently herewith;

WHEREAS, it is a condition precedent to obtaining said loan that said Deed of Trust last above mentioned shall unconditionally be and remain at all times a lien or charge upon the land hereinbefore described, prior and superior to the lien or charge of the Deed of Trust first above mentioned; and

WHEREAS, Lender is willing to make said loan provided the Deed of Trust securing the same is a lien or charge upon the above described property prior and superior to the lien or charge of the Deed of Trust first above mentioned and provided that Beneficiary will specifically and unconditionally subordinate the lien or charge of the Deed of Trust first above mentioned to the lien or charge of the Deed of Trust in favor of Lender; and

WHEREAS, it is to the mutual benefit of the parties hereto that Lender make such loan to Owner; and Beneficiary is willing that the Deed of Trust securing the same shall, when recorded, constitute a lien or charge upon said land, which is unconditionally prior and superior to the lien or charge of the Beneficiary's Deed of Trust first above mentioned.

- (1) That said Deed of Trust securing said note in favor of Lender, shall unconditionally be and remain at all times a lien or charge on the property therein described, prior and superior to the lien or charge of the Beneficiary's Deed of Trust first above mentioned.
- (2) That Lender would not make its loan above described without this Subordination Agreement.
- (3) Nothing herein contained shall affect the validity or enforceability of Beneficiary's Deed of Trust except for the subordination as aforesaid.

Beneficiary declares, agrees and acknowledges that

It intentionally and unconditionally waives, relinquishes and subordinates the lien or charge of the Deed of Trust first above mentioned in favor of the lien or charge upon said land of the Deed of Trust in favor of Lender above referred to and understands that in reliance upon, and in consideration of, this waiver, relinquishment and subordination, a specific loan is being made and, as part and parcel thereof, specific monetary and other obligations are being and will be entered into which would not be made or entered into but for said reliance upon this waiver, relinquishment and subordination.

TOPO OF LAW ARE SHILLING

Mortgage Electronic Registration Systems, Inc.

y: _______Linda Walton

Title: \(\subseteq \text{Vice President} \)

Attest:

Marnessa Birckett
Title: Assistant Secretary

COMMONWEALTH OF PENNSYLVANIA

: ss

COUNTY OF MONTGOMERY

On this County and State, personally appeared Marnessa Birckett, Assistant Secretary and Linda Walton, Vice President, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she they executed the same in his/her/their authorized capacity (ies) and that by his/her/their signature(s) on the instrument the person(s), or the epitty upon behalf of which the person(s) acted, executed the instrument

VITNESS my hand and official seal.

No Company

Tanuka Scott

COMMONWEALTH OF PENNSYLVANIA

Notarial Seal
Tamika Scott, Notary Public
Horsham Twp., Montgomery County
My Commission Expires Nov. 27, 2010

Member Pennsylvania Association of Notaries

201007150055 Skagit County Auditor

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EXHIBIT A

LOT 8, SOUZA'S ADDITION, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 8 OF PLATS, PAGE 70, RECORDS OF SKAGIT COUNTY, WASHINGTON.

SITUATED IN THE COUNTY OF SKAGIT AND STATE OF WASHINGTON.

ABBRV LEGAL

LOT 8 SOUZA'S ADD VOL 8 PG 70

Permanent Parcel Number: 754282 CHRIS B. SARVER AND ROBYN L. SARVER, HUSBAND AND WIFE, AS JOINT TENANTS WITH RIGHTS OF SURVIVORSHIP

2400 JACQUELINE PLACE, MOUNT VERNON WA 98273 Loan Reference Number : 6594641/000687592860 First American Order No: 42318393 Identifier: FIRST AMERICAN EQUITY LOAN SERVICES

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FIRST AMERICAN ELS
SUBORDINATION AGREEMENT

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