When recorded return to: Navý Federal Credit Union P.O. Box 3327 Merrifield, Virginia 22119-3327



8/23/2010 Page

1 of

3 1:26PM

Filed for record at the request of:

CHICAGO TITLE INSURANCE COMPANY 6200 11247

1616 Cornwall Avenue, Suite 115 Bellingham, WA 98225

Order No.: 245331944

SUBORDINATION AGREEMENT

(Existing Loan)

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 instruments.

The undersigned subordinator and owner agrees as follows:

- 1. Navy Federal Credit Union referred to herein as "subordinator", is the owner and holder of a mortgage dated June 30, 2007 which is recorded under 200707270078, records of Skagit County, Washington.
- 2. Flagstar Bank, FSB referred to herein as "lender", is the owner and holder of a mortgage in the amount of Two Hundred Seventy-Three Thousand Five Hundred Dollars and Zero Cents (\$273,500.00 dated AVAUST 17,2010 executed by Thomas F. Lambert and Lynn B. Lambert which is recorded under 201008330246, records of Skagit County, Washington. (which is to be recorded concurrently herewith).
- 3. Thomas F. Lambert and Lynn B. Lambert 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.
- "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.
- 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.
- 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.

SUBORDINATION AGREEMENT

(continued)

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 his/her/their attorneys with respect thereto.

Dated: August 2, 2010

Navy Federal Credit Union

State of Washington Vivginio

County of Fairfa

I certify that I know or have satisfactory evidence that

S.E. Kvieger, Vice President

is/are the person(s) who appeared before me, and said person acknowledged that (he/she/they) signed this instrument, on oath stated that (he/she/they) was authorized to execute the instrument and acknowledged it as the <u>Vice Wesidem</u> of Navy Federal Credit Union to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

2,2010 Dated:

Name:

Notary Public in and for the State of Washington, Residing at: 820 Follin Lane, Vienna, UA 22180

My appointment expires: Jan 31, 2013

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

Subordination Agreement - Existing Loan (LPB 35) WA0000061,doc / Updated: 03.19,10

Page 2 of 3

Printed: 08.02.10 @ 09:21AM WA-CT-FNBG-622443-245331944



8/23/2010 Page

2 of

3 1:26PM

EXHIBIT "A"

Legal Description

Lot 3 of SKAGIT COUNTY SHORT PLAT NO. 93-025, according to the plat thereof, recorded June 5, 1998 under Auditor's File No. 9806050037, records of Skagit County, Washington.

Situate in Skagit County, Washington

Subordination Agreement - Existing Loan (LPB 35) WA0000061.doc / Updated: 03.19.10

Page 3 of 3

Printed: 08.02.10 @ 09:21AM WA-CT-FNBG-622443-245331944



8/23/2010 Page

3 of

3 1:26PM