



201009270003  
Skagit County Auditor

9/27/2010 Page 1 of 4 9:15AM

WHEN RECORDED, RETURN TO:  
FIRST AMERICAN LENDERS ADVANTAGE  
1100 SUPERIOR AVENUE, SUITE 200  
CLEVELAND, OHIO 44114  
NATIONAL RECORDING - TEAM 2  
Accommodation Recording Per Client Request

### SUBORDINATION AGREEMENT

**Grantor(s):**

- 1. ~~Everhome Mortgage Company~~  
RBS CITIZENS NA
- Additional names on page 2 of document

**Grantee(s):**

- 1. ~~RBS Citizens, N.A.~~  
Everhome Mortgage Company
- Additional names on page 2 of document

**Abbreviated Legal Description (lot, block and plat name, or section-township-range):**

Ptn SW 1/4 SE 1/4 Sec 20 T34 N R4E W.M.  
 Lot \_\_\_\_\_  
 Block \_\_\_\_\_  
 Plat \_\_\_\_\_  
 Section 20

- Additional legal description is on page \_\_\_\_\_ of document

**Assessor's Property Tax Parcel Account Number(s):** 340420-0-113-0006

**Reference Numbers of Documents assigned or Released (if applicable)**

200704060107, ~~20092740106~~ 201009270002

- Additional reference numbers on page \_\_\_\_\_ of document

KUSTIN  
42619380 WA  
FIRST AMERICAN ELS  
SUBORDINATION AGREEMENT

## SUBORDINATION AGREEMENT

THIS AGREEMENT is made as of the 10th day of June, 2010, by RBS Citizens, N.A., a national banking association, and Patricia A Kustin fka Patricia A Mitchell and with reference to the following facts:

A. First Horizon Home Loan Corporation, Original Lender is the beneficiary of that certain Deed of Trust dated April 3, 2007, and recorded April 6, 2007 in the real property records of Skagit County, Washington, under Recording No. 200704060107, and assigned to RBS Citizens NA and recorded on December 14, 2009 as Recording No. 200912140106 in by and among Patricia A Kustin fka Patricia A Mitchell, as grantor, and Chicago Title Island Division, as Trustee (the "Subordinate Deed of Trust" ), covering real property more particularly described on EXHIBIT A attached hereto and commonly known as: 1627 E Section St, Mount Vernon, Washington.

B. Will execute and deliver to Everhome Mortgage Company ("New Lender") a deed of trust encumbering the described property securing a total indebtedness not to exceed in principal amount the sum of One Hundred Sixty Five Thousand Eight Hundred Dollars (\$165,800.00) ("New Deed of Trust").

C. RBS Citizens, N.A is willing to subordinate the lien of the Subordinate Deed of Trust to the lien of the New Deed of Trust.

NOW, THEREFORE, for good and valuable consideration, receipt whereof is hereby acknowledged, the parties do hereby agree as follows:

1. RBS Citizens, N.A hereby authorizes New Lender or its agent to insert the recording data of the New Deed of Trust in the space provided below in the event the New Deed of Trust has not been recorded at the time Original Lender executes this Subordination Agreement. The New Deed of Trust was recorded \_\_\_\_\_, \_\_\_\_\_, in under Recording No. \_\_\_\_\_, in Skagit County, State of Washington.

2. RBS Citizens, N.A hereby subordinates the lien of the Subordinate Deed of Trust to the lien of New Deed of Trust and to all advances or charges made or accruing thereunder, including any extension, renewal, or modification thereof; to the extent the New Deed of Trust does not secured more than the principal amount of One Hundred Sixty Five Thousand Eight Hundred Dollars (\$165,800.00) plus interest, advances made by New Lender to protect the lien, and attorneys fees and costs.

3. RBS Citizens, N.A acknowledges that prior to the execution hereof, it has had the opportunity to examine the terms of the New Deed of Trust and the note and agreements relating thereto; consents to and approves the same; and recognizes that New Lender has no

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obligation to Original Lender to advance any funds under the New Deed of Trust or to see to the application of any funds advanced by New Lender; and any application or use of such funds for purposes other than those provided for in such deed of trust, note, or agreements shall not defeat, in whole or in part, the subordination made herein.

4. It is understood and agreed that New Lender would not make the loan secured by the New Deed of Trust without this Subordination Agreement.

5. 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 Original Deed of Trust to the lien or charge of the New Deed of Trust in favor of New Lender 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 Original Deed of Trust which provide for the subordination of the lien or charge thereof to a deed of trust to be thereafter executed.

6. This Agreement shall be governed by the laws of the State of Washington. It may be modified or terminated only in writing signed by RBS Citizens, N.A and New Lender. This agreement shall be binding upon and inure to the benefit of the heirs, administrators, successors and assigns of the parties.

EXECUTED as of the day and year first above written.

SIGNED IN THE PRESENCE OF:

Melissa Pariseau  
Melissa Pariseau

RBS CITIZENS, N.A.

By: Timothy Butler  
Timothy Butler, Bank Officer

STATE OF RHODE ISLAND)

) ss.

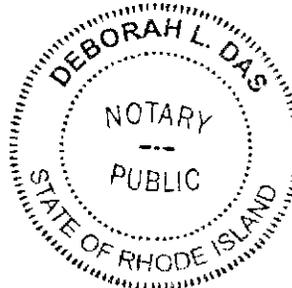
COUNTY OF KENT )

In Warwick, on this 10th day of June, 2010 before me personally appeared Timothy Butler, the Bank Officer of RBS Citizens, N.A., a national banking association, to me known and known by me to be the party executing the foregoing instrument on behalf of said bank, and acknowledged said instrument and the execution thereof to be his/her free act and deed in said capacity and the free act and deed of said bank.

Deborah L Das  
Notary Public: Deborah L Das  
My Commission Expires: May 31, 2013



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Form No. 3301 (01/08)  
Short Form Commitment

ORDER NO: 6491381n  
FILE NO: 6491381n  
CUSTOMER REF: 1119059728

### Exhibit "A"

Real property in the City of **MOUNT VERNON**, County of **Skagit**, State of **Washington**, described as follows:

**THE WEST 79 FEET OF THE SOUTH 135 FEET OF THE PART OF THE EAST 264 FEET OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 20, TOWNSHIP 34 NORTH, RANGE 4 EAST OF THE WILLAMETTE MERIDIAN, LYING NORTH OF THE COUNTY ROAD.**

**FOR INFORMATION ONLY:**

**SECTION 20, TOWNSHIP 34, RANGE 4; PTN, SW SE**

**APN #: 340420-0-113-0006**



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