



201010150064

Skagit County Auditor

10/15/2010 Page

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3 12:03PM

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WHEN RECORDED, RETURN TO:
FIRST AMERICAN LENDERS ADVANTAGE
 1100 SUPERIOR AVENUE, SUITE 200
 CLEVELAND, OHIO 44114
 NATIONAL RECORDING

Filed for Recording at Request of: **Peoples Bank.**

66683900 # 42691834

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 OF LATER SECURITY INSTRUMENT.

the undersigned subordinator and owner agree as follows:

1. **Peoples Bank, A Washington Corporation** referred to herein as "subordinator", is the owner and holder of a **Deed of Trust** dated **September 12, 2006** which was recorded on **September 12, 2006** under auditors file No **200609120121** and was modified with a **Modification of Deed of Trust** dated **June 18, 2008** which was recorded on **June 24, 2008** under auditors file No. **200806240002** records of **Skagit County**.
2. **Ally Bank Corp. f/k/a GMAC Bank** referred to herein as "lender", is the owner and holder of a Deed of Trust dated 9-25-10, executed by **Shane S. Spray and Rosilyn B. Spray, husband and wife**, which is recorded under auditor's file No. 201010150063 records of **Skagit County** (which is to be recorded concurrently herewith).
3. **Shane S. Spray and Rosilyn B. Spray, husband and wife** referred to herein as "owner", is the owner of all real property described in the mortgage identified above in paragraph 2. see EXHIBIT A
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 occurring thereunder, including any extension or renewal thereof.
5. "Subordinator" acknowledge 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 in the amount of **\$367,300.00** 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 mortgagee first above mentioned to the lien or charge of the mortgage in favor of "lender" above referred to and shall supercede 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 ad "deed of trust", and gender and number of pronouns considered to conform to undersigned.

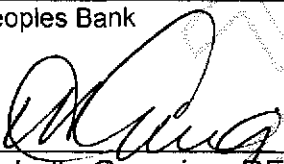
Executed this 31st day of August, 2010

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 THEIR ATTORNEYS WITH RESPECT THERETO.

APN# P124867

AbbV. Legal: PTN SW 1/4, SE 1/4, Sec. 30, Twp 14.35N, Rg. 3E. W.M.

Peoples Bank

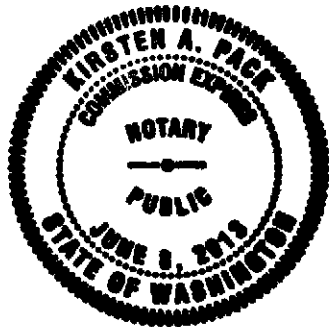
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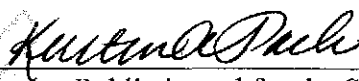
Michelle Greening, RELC Senior Underwriter

STATE OF WASHINGTON, COUNTY OF Whatcom

I certify that I know or have satisfactory evidence that Michelle Greening signed this instrument, on oath stated that she is authorized to execute this instrument and acknowledged it as the RELC Senior Underwriter of Peoples Bank to be the free and voluntary act of such party for the uses and purposes mentioned in this instrument.

Dated: August 31, 2010




Notary Public in and for the State of Washington
Residing at: Bellingham
My commission expires: 6.8.2013
Kirsten A. Pack



201010150064
Skagit County Auditor

EXHIBIT A

TRACT 2 OF SKAGIT COUNTY SHORT PLAT NUMBER 40-85, APPROVED DECEMBER 4, 1986, RECORDED DECEMBER 8, 1986, IN BOOK 7 OF SHORT PLATS, PAGE 146, UNDER AUDITOR'S FILE NUMBER 8612080005, BEING A PORTION OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 30, TOWNSHIP 35 NORTH, RANGE 3 EAST WILLAMETTE MERIDIAN.

AND ALSO

TRACT 3 OF SKAGIT COUNTY SHORT PLAT NUMBER 40-85, APPROVED DECEMBER 4, 1986, RECORDED DECEMBER 8, 1986, IN BOOK 7, PAGE 146, OF SHORT PLATS, UNDER AUDITOR'S FILE NUMBER 8612080005, BEING A PORTION OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 30, TOWNSHIP 35 NORTH, RANGE 3 EAST, WILLAMETTE MERIDIAN, EXCEPT THE SOUTH 5 ACRES THEREOF.

SITUATED IN THE COUNTY OF SKAGIT AND STATE OF WASHINGTON.

ABBRV

PTN TRACT 2-3 SKAGIT COUNTY SP 40-85 BK 7 PG 146 AFN
8612080005 SEC 30 T35N R3E WM

Permanent Parcel Number: P124867
SHANE S. SPRAY AND ROSILYN B. SPRAY, HUSBAND AND WIFE

12812 PADILLA BAY LANE, MOUNT VERNON WA 98273
Loan Reference Number : 6683900/000687635044
First American Order No: 42691834
Identifier:



201010150064
Skagit County Auditor