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Skagit County Auditor

11/4/2010 Page

1 of

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Document Title(s)	17
Subordination Agre	eement

CRS# 9/01380	and the second second
Reference Number(s) of	related document(s)
200708090062	
Additional reference #'s on page	
Grantor(s) (Last, first and	
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LONGORIA, M. DENISI	₹
RBS Citizens, NA	
Additional grantors on page	
6 ( )	

Grantee(s) Guaranteed Rate, Inc. - (Trustee)

Additional Grantees on page

Legal Description (abbreviated form: i.e. lot, block, plat or sec., twnshp, rng qrtr) Lot 35, Plat of Copper Pond Planned Unit Development, Vol-16, Pages 70 through 72 Full legal Description on Exhibit A

Assessor's Property Tax Parcel/Account Number 46610000350000 Additional Parcel #'s on page \_

The Auditor/Recorder will rely on the information provided on this form. The staff will not read the document to verify the accuracy or completeness of the indexing information provided herein. I am requesting an emergency nonstandard Recording for an additional fee as provided in RCW 36.18.010. I understand that the recording processing requirements May cover up or otherwise obscure some part of the text of the original document.

Signature of Requesting Party

Prepared by After recording return to: RBS Citizens, N.A. Attn: Loan Servicing Dept. 443 Jefferson Boulevard RJW 212 Warwick, RI 02886 Timothy Butter

## SUBORDINATION AGREEMENT

Grantorts	
1.	Jason A Longoria, Sr
2.	Denise Longoria
2.	Donise Longoriu
	Additional names on page of document
Grantee(s	t kan yili yili ka
1.	RBS Citizens, N.A.
	Additional names on page of document
Abbrevia	ted Legal Description (lot, block and plat name, or section-township-range):
	Lot
	Block
	Plat
	Section
	Additional legal description is on page of document
Assessor's	s Property Tax Parcel Account Number(s): [INSERT TAX PARCEL NUMBER]
Reference	Numbers of Documents assigned or Released (if applicable)
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IN	SERT REFERENCE NUMBER
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	Additional reference numbers on page of document
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## SUBORDINATION AGREEMENT

THIS AGREEMENT is made as of the 14th day of September, 2010, by RBS Citizens, N.A. f/k/a Citizen's Bank, N.A. s/b/m to Charter One Bank, a national banking association ("Original Lender"), and Jason A Longoria, Sr and Denise Longoria with reference to the following facts:

- A. Original Lender is the beneficiary of that certain Deed of Trust dated June 8, 2007 in the amount of \$50,000.00, and recorded in the real property records of Skagit County, Washington, under Recording No. Doc Id. 200708090062 in by and among Jason A Longoria, Sr and Denise Longoria, as grantor, and First American Title Insurance Company, as Trustee (the "Subordinate Deed of Trust"), covering real property more particularly described on EXHIBITA attached hereto and commonly known as: 3801 Copperpond, Anacortes, Washington.
- B.. Jason A Longoria, Sr and Denise Longoria will execute and deliver to Guaranteed Rate INC ("New Lender") a deed of trust encumbering the described property securing a total indebtedness not to exceed in principal amount the sum of Two Hundred Thirty Three Thousand Dollars (\$ 233,000.00) ("New Deed of Trust").

Please recorded concurrently herewith

C. Original Lender 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:

- 2. Original Lender 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 Two Hundred Thirty Three Thousand Dollars (\$ 233,000.00) plus interest, advances made by New Lender to protect the lien, and attorneys fees and costs.
- 3. Original Lender 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 obligation to

2

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 Original Lender 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:

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RBS CITIZENS, N.A.

Timothy Butler, Bank Officer

) ss.

STATE OF RHODE ISLAND)

COUNTY OF KENT )

In Warwick, on this 14th day of September, 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.

Notary Public: Joseph Campanini

My Commission Expires, September 3, 2011

3

201011040041 Skagit County Auditor

11/4/2010 Page

4 of

511:44AM

Loan # : 10210582352

## Exhibit A

LEGAL DESCRIPTION

The following described property:

Situated in the County of Skagit, State of Washington:

Lot 35, Plat of Copper Pond Planned Unit Development, according to the Plat thereof recorded in Volume 16 of Plats, Pages 70 through 72, Records of Skagit County, Washington.

Assessor's Parcel No:

46610000350000

20 10 1 10 40 0 4 1 Skagit County Auditor 11/4/2010 Page 5 of 5 11:44AM