



201012030149

Skagit County Auditor

12/3/2010 Page 1 of 5 12:42PM

Recording Requested by: LSI
When recorded return to:
Custom Recording Solutions
2550 N. Redhill Avenue
Santa Ana, CA 92705

Document Title(s)
Subordination Agreement

CRS# 10078919

Reference Number(s) of related document(s)

Jr Lien: 200602080062

201012030148

Additional reference #'s on page _____

Grantor(s) (Last, first and Middle Initial)

Fritz, Gregory E.

Fritz, Janelle M.

Citibank, NA

Additional grantors on page _____

Grantee(s)

Wells Fargo Bank N.A.

- (Trustee)

Additional Grantees on page _____

Legal Description (abbreviated form: i.e. lot, block, plat or sec., twndshp, rng qrtr)

Tract A, Skagit County Short Plat No. 16-83, approved October 12, 1983, and recorded

October 12, 1983, Volume 6, Page 92, AFN 8310120035, Skagit County, Washington

Full legal Description on Exhibit A

Assessor's Property Tax Parcel/Account Number

350328-3-003-0005

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

RECORDING REQUESTED BY

~~AND WHEN RECORDED MAIL TO:~~

Citibank
1000 Technology Dr.
O'Fallon, MO 63368

Citibank Account No.: **110101500192000**

Space Above This Line for Recorder's Use Only

A.P.N.: _____ Order No.: _____ Escrow No.: _____

SUBORDINATION AGREEMENT

10078919 / 0023388523 / 201

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 INSTRUMENT.

THIS AGREEMENT, made this 23rd day of October, 2010, by

Gregory E. Fritz and Janelle M. Fritz

owner(s) of the land hereinafter described and hereinafter referred to as "Owner," and
Citibank, N.A., SUCCESSOR BY MERGER TO CITIBANK, FEDERAL SAVINGS BANK

present owner and holder of the mortgage or deed of trust and related note first hereinafter described and herein after referred to as "Creditor."

To secure a note in the sum of \$ 150,000.00, dated January 25th, 2006, in favor of Creditor, which mortgage or deed of trust was recorded on February 8th, 2006 in Book _____ Page _____ and/or as Instrument No. 200602080062 in the Official Records of the Town and/or County of referred to in Exhibit A attached hereto; and

WHEREAS, Owner has executed, or is about to execute, a mortgage or deed of trust and a related note in a sum not greater than \$ 160,273.00, to be dated no later than November 30, 2010, in favor of Wells Fargo Bank, NA, hereinafter referred to as "Lender," payable with interest and upon the terms and conditions described therein, which mortgage or deed of trust is to be recorded concurrently herewith; and

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

SUBORDINATION AGREEME



201012030149
Skagit County Auditor

CONTINUATION OF SUBORDINATION AGREEMENT

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

WHEREAS, it is the mutual benefit of the parties hereto that Lender make such loan to Owner; and Creditor is willing that the mortgage or 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 mortgage or deed of trust in favor of the Creditor above mentioned.

NOW, THEREFORE, in consideration of the mutual benefits accruing to the parties hereto and other valuable consideration, the receipt and sufficiency of which consideration is hereby acknowledged, and in order to induce Lender to make the loan above referred to, it is hereby declared, understood and agreed as follows:

- (1) That said mortgage or 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 mortgage or deed of trust in favor of the Creditor first above mentioned.
- (2) That Lender would not make its loan above described without this subordination agreement.
- (3) That this agreement shall be the whole and only agreement with regard to the subordination of the lien or charge of the mortgage or deed of trust in favor of the Creditor first above mentioned to the lien or charge of the mortgage or deed of trust in favor of the Lender above referred to and shall supersede and cancel, but only insofar as would affect the priority between the mortgages or deeds of trust hereinbefore specifically described, any prior agreement as to such subordination including, but not limited to, those provisions, if any, contained in the mortgage or deed of trust in favor of the Creditor first above mentioned, which provide for the subordination of the lien or charge thereof to another mortgage or deed of trust.

Creditor declares, agrees and acknowledges that

- (a) It consents to and approves (i) all provisions of the mortgage or deed of trust and the related note in favor of Lender above referred to, and (ii) all agreements, including but not limited to any loan or escrow agreements, between Owner and Lender for the disbursement of the proceeds of Lender's loan;
- (b) Lender in making disbursements pursuant to any such agreement is under no obligation or duty to, nor has Lender represented that it will see to the application of such proceeds by the person or persons to whom Lender disburses such proceeds and any application or use of such proceeds for purposes other than those provided for in such agreements shall not defeat the subordination herein made in whole or part;
- (c) It intentionally and unconditionally waives, relinquishes and subordinates the lien or charge of the mortgage or deed of trust in favor of the Creditor to the lien or charge upon said land of the mortgage or 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 specific loans and advances are being and will be 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; and
- (d) If requested by Lender, an endorsement has been placed upon the note secured by the mortgage or deed of trust first above mentioned in favor of the Creditor that said mortgage or deed of trust has by this instrument been subordinated to the lien or charge of the mortgage or deed of trust in favor of Lender above referred to.

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.

SUBORDINATION AGREEMENT CONTINUED ON NEXT PAGE



201012030149
Skagit County Auditor

CONTINUATION OF SUBORDINATION AGREEMENT

CREDITOR: Citibank, N.A., SUCCESSOR BY MERGER TO CITIBANK, FEDERAL SAVINGS BANK

Prepared By: Jo Ann Bibb
Citibank, NA
1000 Technology Dr.
O'Fallon, MO 63368

By [Signature]
Printed Name Jo Ann Bibb
Title Assistant Vice President

OWNER:

Printed Name Gregory E. Fritz
Title _____

Printed Name _____
Title _____

Printed Name Janelle M. Fritz
Title _____

Printed Name _____
Title _____

(ALL SIGNATURES MUST BE ACKNOWLEDGED)

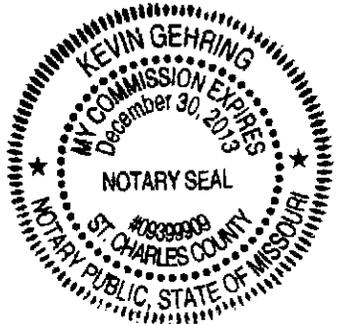
IT IS RECOMMENDED THAT, PRIOR TO THE EXECUTION OF THIS AGREEMENT, THE PARTIES CONSULT WITH THEIR ATTORNEYS WITH RESPECT THERETO.

STATE OF MISSOURI)
County of St. Charles) Ss.

On October 23rd, 2010, before me, Kevin Gehring personally appeared Jo Ann Bibb Assistant Vice President of Citibank, N.A.

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 entity upon behalf of which the person(s) acted, executed the instrument.

Witness my hand and official seal.



[Signature]
Notary Public in said County and State
Kevin Gehring



Order ID: 10078919
Loan No.: 0313713208

**EXHIBIT A
LEGAL DESCRIPTION**

The following described property:

Tract A, Skagit County Short Plat No. 16-83, approved October 12, 1983, and recorded October 12, 1983, in Volume 6 of Short Plats, Page 92, under Auditor's File No. 8310120035, Records of Skagit County, Washington; being a portion of the Southwest Quarter of the Southwest Quarter of Section 28, Township 35 North, Range 3 East of the Willamette Meridian.

Situated in Skagit County, Washington.

Assessor's Parcel Number: 350328-3-003-0005



201012030149
Skagit County Auditor

12/3/2010 Page

5 of

5 12:42PM