

Skagit County Treasurers  
700 S. 2nd ST #205  
Mount Vernon, WA 98273



201102250081

Skagit County Auditor

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CHICAGO TITLE

W20012561



CHICAGO TITLE COMPANY

005105367

## 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 OR LATER SECURITY INSTRUMENT.**

The undersigned subordinator and owner agrees as follows:

## 1. SKAGIT COUNTY

referred to herein as "subordinator",

is the owner and holder of a mortgage dated SEPTEMBER 25, 2006 which is recorded in volume of Mortgages, page , under auditor's file No. 200609250177 records of SKAGIT County.

## 2. WELLS FARGO BANK NA

referred to herein as "lender", is the owner executed by ERIC D. THOMPSON AND

and holder of a mortgage dated February 18, 2011 JOANNE G. KENNERLEY, HUSBAND AND WIFE

(which is recorded in volume of Mortgages, page , under auditor's file No.

201102250080 , records of SKAGIT County) (which is to be recorded concurrently herewith).

## 3. ERIC D. THOMPSON AND JOANNE G. KENNERLEY, HUSBAND AND WIFE.

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.

5. "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 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.

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 mortgage 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 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 as "deed of trust", and gender and number of pronouns considered to conform to undersigned.

SUBORD/RDA/1299

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.

Tax Account Number: P 69258


Executed this 1ST day of FEBRUARY 2011

SKAGIT COUNTY

BY: 

STATE OF WASHINGTON ss COUNTY OF  
I CERTIFY THAT I KNOW OR HAVE SATISFACTORY EVIDENCE THAT  
Clyde Williams IS THE PERSON WHO APPEARED  
BEFORE ME, AND SAID PERSON ACKNOWLEDGED THAT he SIGNED THIS  
INSTRUMENT, ON OATH STATED THAT he WAS AUTHORIZED TO  
EXECUTE THE INSTRUMENT AND ACKNOWLEDGED IT AS Financial Admin. Water Quality Comm.  
OF Skagit County TO BE THE FREE AND VOLUNTARY ACT OF  
SUCH PARTY FOR THE USES AND PURPOSES MENTIONED IN THE INSTRUMENT.

DATED: 2-1-11

  
NOTARY SIGNATURE

PRINTED NAME: Alana Pizzuto  
NOTARY PUBLIC IN AND FOR THE STATE OF WASHINGTON  
RESIDING AT Mount Vernon  
MY APPOINTMENT EXPIRES 4-10-12



SUBORD2/RDA/1299



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EXHIBIT A

Escrow No.: 5105367

LEGAL DESCRIPTION

The land referred to is situated in the State of Washington, County of SKAGIT, and is described as follows:

LOTS 3 AND 4, BLOCK 6 SIMILK BEACH, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 4 OF PLATS, PAGE 51, RECORDS OF SKAGIT COUNTY, WASHINGTON. SITUATED IN SKAGIT COUNTY, WASHINGTON.



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