

Return to:

**WASHINGTON FEDERAL SAVINGS**  
425 Pike Street  
Seattle, WA 98101  
Attn: Consumer Loan Servicing



201102280102  
Skagit County Auditor

2/28/2011 Page 1 of 3 12:07PM

Assessor's Parcel or Account Number: 3965-002-005-0008

Abbreviated Legal Description: See Exhibit A attached hereto and make a part thereof

CITY OF SEDRO WOOLLEY, LAMM'S PANORAMA VIEW LOTS, LOT 5, BLOCK 2

[Space Above This Line For Recording Data]

## 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. Washington Federal Savings, a Federally Chartered Savings and Loan Association referred to herein as 'subordinator', is the Owner and holder of a Mortgage dated June 17, 2006, which is recorded in volume \_\_\_\_\_ of Mortgages, page \_\_\_\_\_ under auditor's file NO. 200606190256 records of Skagit County.
2. US Bank, NA referred to herein as 'lender', is the owner and holder of a Mortgage dated DEC 1, 2010 executed by Richard Newton Byford, as his separate property in the loan amount of \$102,539.00 which is recorded in volume \_\_\_\_\_ of Mortgages, page \_\_\_\_\_ under Auditor's File No. 201101030200, records of Skagit County.
3. Richard Newton Byford, 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' Mortgage, note and agreements relating thereto, consents to and approves same, and recognized 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 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 supersede 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 as 'Deed of Trust', and gender and number of pronouns considered to conform to undersigned.

Executed this 14th day of December, 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 IMPROVEMENTS 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.

**SUBORDINATOR:**

Washington Federal Savings

By: [Signature]

Michael O'Rourke, VP

**OWNER:**

By: [Signature]

STATE OF \_\_\_\_\_ )

) as.

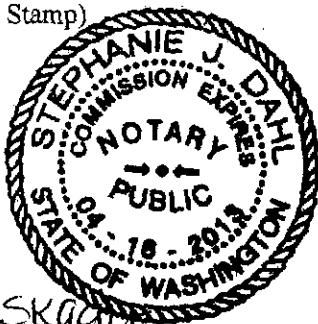
COUNTY OF \_\_\_\_\_ )

I hereby certify that I know or have satisfactory evidence that \_\_\_\_\_

\_\_\_\_\_ is the person(s) who appeared before me, and said person(s) acknowledged that (he, she, they) signed this instrument, on oath stated that (he/she/they) was/were authorized to execute the instrument and acknowledged it as the Vice President

of Washington Federal to be (his, her, their) free and voluntary act for the uses and purposes mentioned in this instrument.

Dated 12/13/10  
(Seal or Stamp)



[Signature]  
(Signature)

Stephanie Dahl  
Notary Public in and for the State of Washington  
residing at Lynnwood  
My appointment expires 4-16-13

STATE OF \_\_\_\_\_ )

) as.

COUNTY OF Skagit )

I hereby certify that I know or have satisfactory evidence that Richard n Byford

\_\_\_\_\_ is the person(s) who appeared before me, and said person(s) acknowledged that (he, she, they) signed this instrument, and acknowledged it to be (his, her, their) free and voluntary act for the uses and purposes mentioned in this instrument.

Dated 12/15/10  
(Seal or Stamp)



[Signature]  
(Signature)

Notary Public in and for the State of Washington  
residing at Seano Woodley  
My appointment expires 11/13/14



**LEGAL DESCRIPTION**

**EXHIBIT "A"**

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE COUNTY OF SKAGIT, STATE OF WASHINGTON AND IS DESCRIBED AS FOLLOWS:

ALL THAT PARCEL OF LAND IN CITY OF SEDRO WOOLLEY, SKAGIT COUNTY, STATE OF WASHINGTON, AS MORE FULLY DESCRIBED IN DEED DOC # 200606140062, ID# 3965-002-005-0008, BEING KNOWN AND DESIGNATED AS:

LOT 5, BLOCK 2, "LAMMS PANORAMA VIEW LOTS", AS PER PLAT RECORDED IN VOLUME 7 OF PLATS, PAGE 39, RECORDS OF SKAGIT COUNTY, WASHINGTON, EXCEPT THAT PORTION DESCRIBED AS FOLLOWS:

BEGINNING AT THE MOST SOUTHERLY CORNER OF SAID LOT 5; THENCE NORTH 62° 03 MINUTES WEST ALONG THE PLATTED PROPERTY LINE BETWEEN SAID LOT 5 AND LOT 4 A DISTANCE 123.70 FEET TO THE MOST WESTERLY CORNER OF SAID LOT 5; THENCE SOUTH 73° 28 MINUTES 11" EAST A DISTANCE OF 66.71 FEET; THENCE SOUTH 49° 18 MINUTES 52" EAST A DISTANCE OF 59.78 FEET TO THE POINT OF BEGINNING.

SITUATE IN THE COUNTY OF SKAGIT, STATE OF WASHINGTON.

BY FEE SIMPLE DEED FROM JOANN DARLENE ROYTER, WHO ACQUIRED TITLE AS JOANN DARLENE BYFORD AS SET FORTH IN DEED DOC # 200606140062, DATED 06/12/2006 AND RECORDED 06/14/2006, SKAGIT COUNTY RECORDS, STATE OF WASHINGTON.



201102280102  
Skagit County Auditor