

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



201106160014  
Skagit County Auditor

6/16/2011 Page 1 of 3 11:37AM

6975809

APN: 4981-000-057-0000 **SUBORDINATION AGREEMENT**  
LOAN # EA 1004600408

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.

*Abbreviated Legal: Lot 57, Maddox Creek P.U.D. Phase I*  
The undersigned subordinator and owner agrees as follows:

1. BECU referred to herein as "subordinator", is the owner and holder of a mortgage dated July 21, 2008 which is recorded in volume of Mortgages, page, under auditor's file No. 200807310070 records of Skagit County. (BECU loan not to exceed \$36,000.)
2. Ally Bank Corp f/k/a GMAC referred to herein as "lender" is the owner and holder of the mortgage dated *6/11/11*, executed by *201106160013* (which is recorded in volume of Mortgages, page, under auditor's file no. *201106160013*, records of Skagit County) (which is to be recorded concurrently herewith). (Ally Bank Corp f/k/a GMAC loan not to exceed \$318,000.)
3. *\*Single* Michael T. Miller 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 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 16th day of May, 2011

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.

\_\_\_\_\_  
\_\_\_\_\_

BECU

*Debra Gipe*  
Debra Gipe Manager of Member Care

STATE OF \_\_\_\_\_ )  
 ) ss.  
County of \_\_\_\_\_ )

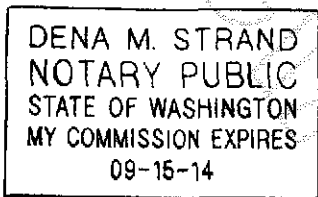
I certify that I know or have satisfactory evidence that \_\_\_\_\_ is the person who appeared before me, and said person acknowledged that (he/she) signed this instrument and acknowledged it to be (his/her) free and voluntary act for the uses and purposes mentioned in the instrument.

Dated: \_\_\_\_\_

Notary Public for \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_

STATE OF WA )  
 ) ss.  
County of King )

I certify that I know or have satisfactory evidence that Debra Gipe is the person who appeared before me, and said person acknowledged that (he/she) signed this instrument, on oath stated that (he/she) was authorized to execute the instrument and acknowledged it as the Manager of Member Care of Boeing Employees Credit Union to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.



Dated: 5/16/2011

Dena M. Strand  
Notary Public for WA  
My Commission Expires: 9/15/2014

Dena M. Strand



**Exhibit "A"**



Real property in the City of **MOUNT VERNON**, County of **SKAGIT**, State of **Washington**, described as follows:

**LOT 57, 'MADDOX CREEK P.U.D PHASE 1', AS PER PLAT RECORDED IN VOLUME 16 OF PLATS, PAGES 121 THROUGH 130, INCLUSIVE, RECORDS OF SKAGIT COUNTY, WASHINGTON.**

**FOR INFORMATION ONLY:**

**LOT 57, "MADDOX CREEK P.U.D PHASE I".**

**APN #: 4981-000-057-0000**

 **MILLER**  
**43703937**  
**FIRST AMERICAN ELS**  
**SUBORDINATION AGREEMENT**  




**201106160014**  
**Skagit County Auditor**