

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



201110180157

Skagit County Auditor

10/18/2011 Page

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Please print or type information WASHINGTON STATE RECORDER'S Cover Sheet (RCW 65.04)

Document Title (s) (or transactions contained therein): (all areas applicable to your document Must be filled in)

Subordination Agreement (Mortgage)

Reference Number(s) of Documents assigned or released:

200701120103 201110180156

Grantor (s) (Last name, first name, initials)

Louis J. Russell Jr.
Patty Russell, Husband and wife

Grantee (s) (Last name first, then first name and initials)

Navy Federal Credit Union

TRUSTEE:

Legal Description (abbreviated; i.e. lot, block, plat, or section, township, range)

Tract 17, Walnut Grove Add. to Burlington
Vol 7 Pg 94

Full Legal Description is in Exhibit A, PAGE

Assessor's Property Tax Parcel/Account Number

4097-000-017-0007

55114.0329

The Auditor/Recorder will rely on the information provided on the form. The staff will not read the document to

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.

Vivco The

Signature of Requestin

SUBORDINATION AGREEMENT (MORTGAGE)

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

THIS AGREEMENT is made on this 22nd day of July 2011, between Louis J. Russell, Jr. and Patty Russell, husband and wife, which is the owner of the land hereinafter described (the "Borrower(s)"), and Navy Federal Credit Union (the "Mortgagee").

WHEREAS, Borrower executed a mortgage (the "Subordinated Mortgage"), dated 12/04/2006 for the benefit of Mortgagee and which encumbers the following described real property:

See attached Exhibit "A"

(the "Property"), to secure a note in the sum of \$90,000.00 dated 12/04/2006, in favor of Mortgagee (the "Subordinated Note"), which Subordinated Mortgage was recorded on in Official Records Recorded 01/12/2007 in Document No. 200701120103 in the office of the Skagit County Recorder, Washington.

WHEREAS, EverBank (the "New Lender"), desires to loan the sum of \$172,860.00 Dollars (the "New Loan") on note of Borrower (the "New Note"), secured by a mortgage on and covering the Property (the "New Mortgage").

WHEREAS, to induce New Lender to make the New Loan, it is necessary that the Subordinated Mortgage be subordinated to the lien of the New Mortgage.

WHEREAS, it is to the mutual benefit of the parties that New Lender make the New Loan to Borrower, and Mortgagee is willing to agree that the New Mortgage will constitute a lien upon the Property which is unconditionally prior and superior to the lien of the Subordinated Mortgage.

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

SECTION ONE: SUBORDINATION

Mortgagee hereby covenants, consents, and agrees that the Subordinated Mortgage is and shall continue to be subject and subordinate in lien to the lien of the New Mortgage and any renewals or extension thereof. Mortgagee also covenants and agrees to place an endorsement upon the Subordinated Note stating that the Subordinated Mortgage has been subordinated to the lien of the New Mortgage.

SECTION TWO: APPROVAL OF LOAN TERMS

Mortgagee declares, agrees and acknowledges that it consents to and approves of (i) all provisions of the New Note and the New Mortgage; and (ii) all agreements, including but not limited to any loan or escrow agreements, between Borrower and New Lender for the disbursement of the proceeds of the New Loan.

SECTION THREE: BINDING EFFECT

This Agreement shall be binding on Mortgagee and its successors and assigns, including each and every subsequent owner and holder of the Subordinated Note, and the terms of this Agreement shall inure to the benefit of New Lender, its successors and assigns, including, without limitation, each and every subsequent owner and holder of the New Note, or any renewal extension, or rearrangement thereof.

SECTION FOUR: ENTIRE AGREEMENT



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This Agreement shall be the whole and only agreement with regard to the subordination of the lien of the Subordinated Mortgage to the lien of the New Mortgage and shall supersede and cancel, but only insofar as would affect the priority between the New Mortgage and the Subordinated Mortgage, any prior agreements as to such subordination, including, but not limited to, those provisions, if any contained in the Subordinated Mortgage, which provide for the subordination of the lien thereof to another deed or deeds of trust or to another mortgage or mortgages.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date first above written.

Mortgagee, Navy Federal Credit Union

By: [Signature]

Its: SE Krueger

Date: Vice-President

22 July 2011

Borrower(s)

By: Louis J. Russell

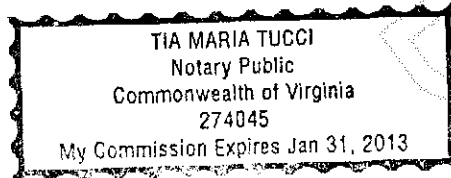
Date: 9/26/2011

Patty Russell 9/26/2011 Patty Russell

ACKNOWLEDGMENT OF MORTGAGEE'S SIGNATURE

On this 22nd day of July 2011, before me came SE Krueger who stated that he/she is the Vice-President of Navy Federal Credit Union and acknowledged that he executed the above instrument as the act and deed of Vice-President with full authority to do so.

(Seal)



Notary Public

My Commission Expires: 31 Jan 2013

When recorded return to: _____

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NOTARY ACKNOWLEDGEMENT

State of: Washington

County of: Skagit

I am a notary public of the State of Washington and my commission expires:
Oct. 14, 2013.

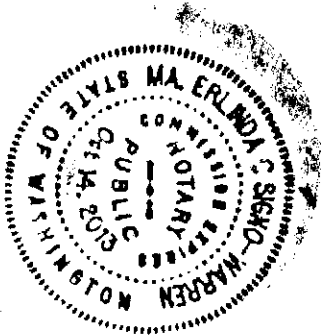
The foregoing instrument was acknowledged before me this 26th day of September,
2011 by Louis J. Russell and Patty Russell who is/are personally known to me or who has
produced mil. active duty ID as identification.

[Signature]

Notary Public

Print notary name: MA. ERLINDA C. SIGANO-WARREN

Notary seal



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EXHIBIT "A"

THE LAND REFERRED TO IN THIS REPORT IS SITUATED IN THE STATE OF Washington, COUNTY OF SKAGIT CITY OF BURLINGTON, AND DESCRIBED AS FOLLOWS:

TRACT 17, "WALNUT GROVE ADDITION TO BURLINGTON", AS PER PLAT RECORDED IN VOLUME 7 OF PLATS, PAGE 94, RECORDS OF SKAGIT COUNTY, WASHINGTON. FOR INFORMATION ONLY: TR 17 WALNUT GR ADDN TO BURLINGTON VOL 7 PG 94

ASSESSOR'S PARCEL NUMBER:

4097-000-017-0007 (P72906)

 RUSSELL JR
44193687

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FIRST AMERICAN ELS
SUBORDINATION AGREEMENT





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