

AFTER RECORDING RETURN TO:
City of Mount Vernon
PO Box 809
Mount Vernon, WA 98273



201110210049
Skagit County Auditor

10/21/2011 Page 1 of 4 1:12PM

SUBORDINATION AGREEMENT

Grantor (s): MARY A. THORENE, a single woman
Grantee (s): CITY OF MOUNT VERNON WASHINGTON
Legal Description:
Abbreviated Form: Ptn N½ of SW¼ of NE¼ of NE¼, 29-34-4 E W.M.
Additional on Page:
Assessor's Tax Parcel Nos: 340429-1-008-0003 / P28553

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 SECURITY INSTRUMENT.

The undersigned Subordinator agrees as follows:

1. MARY A. THORENE, a single woman, referred to herein as "Subordinator," is the vendor under that certain real estate contract dated March 28, 1985, which is recorded under Auditor's File No. 8505170040, records of Skagit County, Washington. The vendee of the contract is Marilyn R. Gunther, a married woman, as her separate property, referred to herein as "Gunther".
2. The City of Mount Vernon Washington, referred to herein as the "City" is the plaintiff in Skagit County Superior Court Cause Number 08-2-02332-2, in which Gunther is the defendant. In the action, the City is seeking abatement of nuisances on the real property that is the subject of the real estate contract between Thorene and Gunther. The City is seeking a judgment against Gunther for the costs of the action and the costs incurred in abating the nuisance.
3. The real property that is the subject of the real estate contract and the City's action to abate nuisances is commonly known as 1488 South 18th Street, Mount Vernon,

Skagit County, Washington (the "Property") and is more particularly described as follows:

That portion of the North ½ of the Southwest ¼ of the Northeast ¼ of the Northeast ¼ of Section 29, Township 34 North, Range 4 East, W.M., described as follows:

Beginning at the Southwest corner of said subdivision; thence North 49.5 feet, more or less, to the North line of that certain tract of land as conveyed to Arthur H. Olson, et ux, by deed recorded in Volume 202 of Deeds, page 239, under Auditor's File No. 381825, records of said County; thence East to the East line of the Southwest ¼ of the Northeast ¼ of the Northeast ¼; thence South to the South line of the North ½ of the Southwest ¼ of the Northeast ¼ of the Northeast ¼; thence West to point of beginning EXCEPT County Road along the West line thereof.

Situated in Skagit County, Washington.

4. In order to resolve any disagreement relating to the priority between any judgments received by the City and any interest in the Property held by the Subordinator, the parties have agreed to enter into this subordination agreement.

5. In consideration of benefits to Subordinator, the receipt and sufficiency of which is hereby acknowledged, and to induce they City to proceed with abatement of the nuisances on the Property, the Subordinator does hereby unconditionally subordinate her interest as vendor in the real estate contract identified above, to any judgment and supplemental judgments obtained by the City in Skagit County Superior Court Cause Number 08-2-02332-2 pertaining to the expenses of demolition of the residence on the premises. The subordination of the Subordinator's interest shall be limited to Ten Thousand and No/100's Dollars (\$10,000.00) in favor of the City and shall not be deemed to be a subordination to any attorney's fees awarded to the City. That portion of any judgment received by the City which exceeds Ten Thousand and No/100's Dollars (\$10,000.00) in amount shall be junior to the Subordinator's interest as vendor in the real estate contract.

6. The City agrees that as part of the consideration for this agreement, the City shall not foreclose any judgment(s) against the Property for a period of three (3) years from the date of this agreement. Provided that, Subordinator may sooner waive this provision, at their option.

7. Subordinator acknowledges that, prior to the execution hereof, it has had the opportunity to examine the terms of this agreement and consents to and approves the same; and recognizes that the City has no obligation to Subordinator to proceed with any abatement



actions, and any failure to timely or fully abate the nuisances on the Property shall not defeat the subordination herein made in whole or in part.

8. It is understood by the parties hereto that the City would not expend the funds necessary for abatement of the nuisances without this agreement.

9. This agreement shall be the whole and only agreement between the parties herein with regard to subordination of the Subordinator's interest in the Property to the judgment lien(s) in favor of the City and shall supersede and cancel any prior agreements as to such.

10. The heirs, administrators, assigns and successors in interest of the Subordinator shall be bound by this agreement.

EXECUTED this 22nd day of August, 2011.

SUBORDINATOR

Mary A. Thorene
MARY A. THORENE

CITY OF MOUNT VERNON

Bud Norris
BY: BUD NORRIS, Mayor

ATTEST:

Alicia D. Huschka
ALICIA D. HUSCHKA, Finance Director

APPROVED AS TO FORM:

Kevin Rogerson
KEVIN ROGERSON, City Attorney

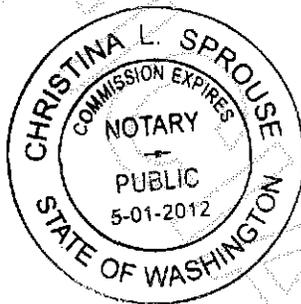
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Skagit County Auditor

State of Washington)
) ss
County of Skagit)

I certify that I know or have satisfactory evidence that BUD NORRIS 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 MAYOR of the CITY OF MOUNT VERNON to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.



Dated: 7/27/11
Christina L Sprouse
(Signature)
NOTARY PUBLIC
Christina L Sprouse
Print Name of Notary
My appointment expires: May 1, 2012

State of Washington)
) ss
County of Skagit)

I certify that I know or have satisfactory evidence that MARY A. THORENE 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: Aug. 22, 2011
Piper Lee Eger
(Signature)
NOTARY PUBLIC
Piper Lee Eger
Print Name of Notary
My appointment expires: 8/19/14



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Skagit County Auditor