UNOFFICIAL DOCUMENT

201112130062
Skagit County Auditor
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Return Address:

PEOPLES BANK
1801 RIVERSIDE DRIVE
MOUNT VERNON WA 98273

LAND TITLE OF SKAGIT COUNTY
140991-O

Document Title(s) (for transactions contained therein):
1. **SUBORDINATION AGREEMENT**
2.
3.
4.

Reference Number(s) of Documents assigned or released:
(on page of documents(s))
201004150066
201112130060

Grantor(s)
1. **MILLER FAMILY REVOCABLE LIVING TRUST**
2.
3.
4.

Additional Names on page of document.

Grantee(s)
1. **[redacted]**
2. **PEOPLES BANK**
3. **DYKSTRA, HENRY & CHAROLETTE**
4.

Additional Names on page of document.

Legal Description (abbreviated i.e. lot, block, plat or section, township, range)
PTN SW¼ OF SE¼, 32-35-3 E W.M.

Additional legal is on page of document.

Assessor's Property Tax Parcel/Account Number

P35287

The Auditor/Recorder will rely on information provided on the form. The staff will not read the document to verify the accuracy or completeness of the indexing information provided herein.

After Recording Mail to:

Name: **Peoples Bank**
Address: **1801 Riverside Dr.**
City, State, Zip: **Mount Vernon, WA 98273**

Filed for Recording at Request of: **Peoples Bank**

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 OF LATER SECURITY INSTRUMENT.

the undersigned subordinator and owner agrees as follows:

1. **Miller Family Revocable Living Trust** Referred to herein as "subordinator", is the owner and holder of a mortgage dated **April 1, 2010**, which is recorded under auditors file No. 201004150066, records of **Skagit** County.

2. **Peoples Bank** referred to herein as "lender", is the owner and holder of a Deed of Trust dated December 6, 2011, executed by **Henry & Charlotte Dykstra** which is recorded under auditor's file No. 201112130060, records of **Skagit** County, which is to recorded concurrently herewith.

3. **Henry & Charlotte Dykstra** Referred to herein as "owner", is the owner of all 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 occurring thereunder, including any extension or renewal thereof.

5. "Subordinator" acknowledge 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 mortgagee 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 ad "deed of trust", and gender and number of pronouns considered to conform to undersigned.

Executed this 8 day of December 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.

Miller Family Revocable Living Trust

By: Henry Dykstra
Its: Co- Trustee

Charlotte Dykstra

By: Charlotte Dykstra
Its: Co-Trustee

STATE OF WASHINGTON }
STATE OF **WASHINGTON**, COUNTY OF Skagit

On this 8 day of December, 2011 before me, the undersigned Notary Public, personally appeared Henry and Charlotte Dykstra and personally known to me or proved to me on the basis of satisfactory evidence to be the Co- Trustee's, authorized agent for Miller Family Revocable Living Trust that executed the within and foregoing instrument and acknowledged said instrument to be the free and voluntary act and deed of ~~Frontier Bank~~, duly authorized by the Lender through its board of directors or otherwise, for the uses and purposes therein mentioned, and on oath stated that he or she is authorized to execute the said instrument.

Sara L Robinson
(Signature of Notary)

NOTARY PUBLIC STATE OF WASHINGTON SARA L. ROBINSON COMMISSION EXPIRES MARCH 16, 2014

Notary Public in and for the
State of Washington
Residing at Bellingham WA

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