

AFTER RECORDING MAIL TO:

First American Title Insurance Company 3224 Wetmore Ave Everett, WA 98201

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Filed for Record at Request of: First American Title Insurance Company

Space above this line for Recorders use only GUARDIAN NORTHWEST TITLE CO.

SUBORDINATION AGREEMENT

102732-2

File No: 4221-1785208 (SR)

Date: November 10, 2011

Abbreviated Legal: Section 8, Township 34, Range 2; Ptn SW SE Ptn. Lot 1, Block 4,

"SIMILK BEACH"

Additional Legal on page:

Assessor's Tax Parcel No(s): 4001-004-001-0002/340208-0-030-0004

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:

Skagit County referred to herein as "subordinator," is the owner and holder of a mortgage dated June 18, 2008 which is recorded under auditor's file no. 200806180064, records of Skagit County.

Homestreet Bank referred to herein as "lender," is the owner and holder of a mortgage 2. dated <u>Decomber 1, 2011</u> executed by **Daryl 3. Anderson** (which is recorded under auditor's file No. <u>Rocorded Concurrenty</u>, records of Skagit County) (which is to be recorded concurrently herewith).

Daryl J. Anderson referred to herein as "owner," is the owner of all the real property 3.

described in the mortgage identified above in Paragraph 2.

In consideration of benefits to "subordinator" from "owner," receipt and sufficiency of 4. 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.

Subordination Agreement - continued

File No.: **4221-1785208 (SR)**Date: **11/10/2011**

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.

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 HIS/HER/THEIR ATTORNEYS WITH RESPECT THERETO.

Dated: 11/15/11

SUBORDINATOR:

Skagit Count

Bv:

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201112160111 Skagit County Auditor

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APN:	Subordination Agreement - continued	File No.: 4221-1785208 (SR) Date: 11/10/2011
STATE OF Washington)	
)-ss	
COUNTY OF Skagit)	
I certify that I Under Williams		sfactory evidence that who appeared before me, and
said person(s) acknowledged	that he/she/they signed this ins	strument, on oath stated that
he/she/they is/are authorized	to execute the instrument a	and acknowledged it as the
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or such party(les) for the uses a	Manufacture in this man	ument.
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Daryl J. Anderson		
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STATE OF Washington)-ss	
COUNTY OF Skagit	33	and the second
SSS.T.T. St. Brught	· · · · · · · · · · · · · · · · · · ·	
I certify that I know or have s	atisfactory evidence that Daryl J nd said person(s) acknowledged	Anderson , is/are the person(s)
instrument and acknowledged	it to be firs/her/their free and	oluntary act for the uses and
purposes mentioned in this inst		\sim \wedge \wedge \sim
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