



201203230062

Skagit County Auditor

3/23/2012 Page

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7 11:33AM

Document Title: Subordination Agreement

Reference Number: 200307290112 and 2012022090014

Grantor(s): additional grantor names on page ___

1. Third Federal Savings and Loan Association of Cleveland
2. Earl and Marilee Shepard

Grantee(s): additional grantee names on page ___

1. J.P. Morgan Chase NA
- 2.

Abbreviated legal description: full legal on page(s) ___

Lot 25 Park Crest Division 1

Assessor Parcel / Tax ID Number: additional tax parcel number(s) on page ___

10 83952

I, Linda Boyd, am hereby requesting an emergency non-standard recording for an additional fee 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. Recording fee is \$62.00 for the first page, \$1.00 per page thereafter per document. In addition to the standard fee, an emergency recording fee of \$50.00 is assessed. This statement is to become part of the recorded document.

Signed Linda Boyd

Dated 3-21-12

513

RECORDING REQUESTED BY
SERVICELINK

WHEN RECORDED MAIL TO: Chicago Title
THIRD FEDERAL SAVINGS & LOAN
7007 BROADWAY AVENUE
CLEVELAND, OHIO 44105
ServiceLink Division
100 Industrial Blvd
Aliquippa PA 15001

7 8888319

SPACE ABOVE THIS LINE FOR RECORDER'S USE

A.P.N.: 4533-000-025-0009 P83952

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 OR LATER SECURITY INSTRUMENT.

THIS AGREEMENT, made this 3RD day of JANUARY, 2012 by EARL M SHEPARD and MARILEE A SHEPARD, owner of the land hereinafter described and hereinafter referred to as "Owner", and THIRD FEDERAL SAVINGS AND LOAN ASSOCIATION OF CLEVELAND, SUCCESSOR BY MERGER WITH DEEPGREEN BANK, present owner and holder of the Deed of Trust and Note first hereinafter described and hereinafter referred to as "Beneficiary";

WITNESSETH

THAT WHEREAS, EARL M SHEPARD and MARILEE A SHEPARD did execute a deed of trust, dated 07/12/2003, to THIRD FEDERAL SAVINGS AND LOAN ASSOCIATION OF CLEVELAND, SUCCESSOR BY MERGER WITH DEEPGREEN BANK, DAVID S HUFFMAN-THIRD FEDERAL SAVINGS & LOAN as trustee, covering:

4211 E. BROADWAY MOUNT VERNON WA 98274

to secure a Note in the sum of \$40,000.00, dated 07/12/2003, in favor of THIRD FEDERAL SAVINGS AND LOAN ASSOCIATION OF CLEVELAND, SUCCESSOR BY MERGER WITH DEEPGREEN BANK, which Deed of Trust was recorded as DOCUMENT 200307290112, Official Records of said county, which note was modified on 12/15/2011 to decrease the outstanding principal amount to \$ 31,600.00

WHEREAS, Owner has executed, or is about to execute, a Deed of Trust and Note in the amount not to exceed \$ 185,200.00 in favor of J.P. MORGAN CHASE BANK N.A., ISAOA/ATIMA hereinafter referred to as "Lender," payable with interest and upon the terms and conditions described therein, which Deed of Trust is to be recorded concurrently herewith; and

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WHEREAS, it is a condition precedent to obtaining said loan that said Deed of Trust last above mentioned shall unconditionally be and remain at all times a lien or charge upon the land hereinbefore described, prior and superior to the lien or charge of the Deed of Trust first above mentioned; and

WHEREAS, Lender is willing to make said loan provided the Deed of Trust securing the same is a lien or charge upon the above described property prior and superior to the lien or charge of the Deed of Trust first above mentioned and provided that Beneficiary will specifically and unconditionally subordinate the lien or charge of the Deed of Trust first above mentioned to the lien or charge of the Deed of Trust in favor of Lender; and

WHEREAS, it is to the mutual benefit of the parties hereto that Lender make such loan to Owner; and Beneficiary is willing that the Deed of Trust securing the same shall, when recorded, constitute a lien or charge upon said land which is unconditionally prior and superior to the lien or charge of the Deed of Trust first above mentioned.



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(continuation of Subordination Agreement between EARL M SHEPARD , MARILEE A SHEPARD and THIRD FEDERAL SAVINGS AND LOAN ASSOCIATION OF CLEVELAND, SUCCESSOR BY MERGER WITH DEEPGREEN BANK)

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

- (1) That said Deed of Trust securing said Note in favor of Lender, and any renewals or extensions thereof, shall unconditionally be and remain at all times a lien or charge on the property therein described, prior and superior to the lien or charge of the Deed of Trust first above mentioned.
- (2) That Lender would not make its loan above described without this subordination agreement.
- (3) That this agreement shall be the whole and only agreement with regard to the subordination of the lien or charge of the Deed of Trust first above mentioned to the lien or charge of the Deed of Trust in favor of Lender above referred to and shall supersede and cancel, but only insofar as would affect the priority between the deeds of trust hereinbefore specifically described, any prior agreement as to such subordination including, but not limited to, those provisions, if any, contained in the Deed of Trust first above mentioned, which provide for the subordination of the lien or charge thereof to another Deed or Deeds of Trust or to another Mortgage or Mortgages.

Beneficiary declares, agrees and acknowledges that

- (a) He consents to and approves (I) all provisions of the Note and Deed of Trust in favor of Lender above referred to, and (ii) all agreements, including but not limited to any loan or escrow agreements, between Owner and Lender for the disbursement of the proceeds of Lender's loan;
- (b) Lender in making disbursements pursuant to any such agreement is under no obligation or duty to, nor has Lender represented that it will, see to the application of such proceeds by the person or persons to whom Lender disburses such proceeds and any application or use of such proceeds for purposes other than those provided for in such agreement or agreements shall not defeat the subordination herein made in whole or in part;
- (c) He intentionally and unconditionally waives, relinquishes and subordinates the lien or charge of the Deed of Trust first above mentioned in favor of the lien or charge upon said land of the Deed of Trust in favor of Lender above referred to and understands that in reliance upon, and in consideration of, this waiver, relinquishment and subordination specific loans and advances are being and will be made and, as part and parcel thereof, specific monetary and other obligations are being and will be entered into which would not be made or entered into but for said reliance upon this waiver, relinquishment and subordination; and
- (d) An endorsement has been placed upon the Note secured by the Deed of Trust first above mentioned that said Deed of Trust has by this instrument been subordinated to the lien or charge of the Deed of Trust in favor of Lender above referred to.

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.

BENEFICIARY:

Richard D Shemple

RICHARD D SHEMPLE
ASSISTANT VICE PRESIDENT
THIRD FEDERAL SAVINGS AND LOAN
ASSOCIATION OF CLEVELAND,
SUCCESSOR BY MERGER WITH
DEEPGREEN BANK

OWNER:

EARL M SHEPARD

MARILEE A SHEPARD



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

(continuation of Subordination Agreement between EARL M SHEPARD , MARILEE A SHEPARD and THIRD FEDERAL SAVINGS AND LOAN ASSOCIATION OF CLEVELAND, SUCCESSOR BY MERGER WITH DEEPGREEN BANK)

STATE OF OHIO

COUNTY OF CUYAHOGA

On this 3RD day of JANUARY in the year, 2012, before me the undersigned personally appeared the above named Third Federal Savings and Loan Association of Cleveland by and through RICHARD D SEMPLER its ASSISTANT VICE PRESIDENT, personally known to me or proved to me on the bases of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies) that by his/her/their signatures(s) on the instrument, the individual(s) or the person upon behalf of which the individual(s) acted, executed the instrument.

WITNESS my hand and official seal,

Sandra M Long
Signature of Notary Public

My commission expires:



SANDRA M. LONG
Notary Public, STATE OF OHIO
My Commission Expires
APRIL 1, 2012



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- (1) That said Deed of Trust securing said Note in favor of Lender, and any renewals or extensions thereof, shall unconditionally be and remain at all times a lien or charge on the property therein described, prior and superior to the lien or charge of the Deed of Trust first above mentioned.
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- (3) That this agreement shall be the whole and only agreement with regard to the subordination of the lien or charge of the Deed of Trust first above mentioned to the lien or charge of the Deed of Trust in favor of Lender above referred to and shall supersede and cancel, but only insofar as would affect the priority between the deeds of trust hereinbefore specifically described, any prior agreement as to such subordination including, but not limited to, those provisions, if any, contained in the Deed of Trust first above mentioned, which provide for the subordination of the lien or charge thereof to another Deed or Deeds of Trust or to another Mortgage or Mortgages.

Beneficiary declares, agrees and acknowledges that

- (a) He consents to and approves (i) all provisions of the Note and Deed of Trust in favor of Lender above referred to, and (ii) all agreements, including but not limited to any loan or escrow agreements, between Owner and Lender for the disbursement of the proceeds of Lender's loan;
- (b) Lender in making disbursements pursuant to any such agreement is under no obligation or duty to, nor has Lender represented that it will, see to the application of such proceeds by the person or persons to whom Lender disburses such proceeds and any application or use of such proceeds for purposes other than those provided for in such agreement or agreements shall not defeat the subordination herein made in whole or in part;
- (c) He intentionally and unconditionally waives, relinquishes and subordinates the lien or charge of the Deed of Trust first above mentioned in favor of the lien or charge upon said land of the Deed of Trust in favor of Lender above referred to and understands that in reliance upon, and in consideration of, this waiver, relinquishment and subordination specific loans and advances are being and will be made and, as part and parcel thereof, specific monetary and other obligations are being and will be entered into which would not be made or entered into but for said reliance upon this waiver, relinquishment and subordination; and
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BENEFICIARY:



RICHARD D SHELPLE
ASSISTANT VICE PRESIDENT
THIRD FEDERAL SAVINGS AND LOAN
ASSOCIATION OF CLEVELAND,
SUCCESSOR BY MERGER WITH
DEEPGREEN BANK

OWNER:



EARL M SHEPARD



MARILEE A SHEPARD



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Skagit County Auditor

All-Purpose Acknowledgment

State of: WASHINGTON

County of: Skagit

On January 9, 2012 before me Lourea Lynn Garka, Notary Public
Name and Title (e.g. Jane Doe, Notary Public)

personally appeared Earl M. Shepard, Marilee A. Shepard
Name(s) of Signer(s)

personally known to me – OR - proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s) or the entity upon behalf of which the person(s) acted, executed the instrument.

LOUREA LYNN GARKA
STATE OF WASHINGTON
NOTARY PUBLIC
My Commission Expires 10-27-2014

WITNESS my hand and official seal

Lourea Lynn Garka



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Skagit County Auditor

Exhibit "A"
Legal Description

ALL THAT PARCEL OF LAND IN CITY OF MOUNT VERNON, SKAGIT COUNTY, STATE OF WASHINGTON, BEING KNOWN AND DESIGNATED AS METES AND BOUNDS PROPERTY. LOT 25, PARK CREST DIVISION 1. ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 14 OF PLATS PAGES 128 AND 129, RECORDS OF SKAGIT COUNTY, WASHINGTON.

COMMONLY KNOWN AS: 4211 E BROADWAY, MOUNT VERNON, WA-98274-8712.

BY FEE SIMPLE DEED FROM DAVID G. MATSON AND CYNTHIA J. MATSON, HUSBAND AND WIFE AS SET FORTH IN DEED DOC # 200102160041, DATED 02/01/2001 AND RECORDED 02/16/2001, SKAGIT COUNTY RECORDS, STATE OF WASHINGTON.

Tax/Parcel ID: P83952



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