



201204250094

Skagit County Auditor

4/26/2012 Page

1 of

3 3:22PM

**WHEN RECORDED RETURN TO:**

BANNER BANK  
PO Box 1391  
WALLA WALLA, WA 99362

**DOCUMENT TITLE(S):**  
Subordination Agreement

GUARDIAN NORTHWEST TITLE CO.

A102616-2

**REFERENCE NUMBER(S) OF DOCUMENTS ASSIGNED OR RELEASED:**

A102616

DT# 200803030132

DT# 201204250093

**GRANTOR:**

BANNER BANK

**GRANTEE:**

BANNER BANK

Jeremiah T. Aven and Jennifer L. Aven, husband and wife

**ABBREVIATED LEGAL DESCRIPTION:**

Section 2, Township 35, Range 4: Ptn NW-SW and SW-NW (aka Lot 4, ShortPlat #PL04-0703), records of Skagit County, Washington.

**TAX PARCEL NUMBER(S):**

P122773, 350402-3-002-0400, P122774, 350402-2-004-0400

WHEN RECORDED RETURN TO:  
Banner Bank - PO Box 1391 - Walla Walla, WA 99362

**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.

The undersigned subordinator and owner agree as follows:

1. BANNER BANK, referred to herein as "subordinator" is the owner and holder of a deed of trust which is recorded on March 3, 2008 under Auditor's File No. 200803030132, records of Skagit county, Washington, in the amount of \$125,000.
2. BANNER BANK, referred to herein as "lender", is the owner and holder of Deed of Trust dated APRIL 17, 2012 executed by JEREMIAH T AVEN & JENNIFER L. AVEN, recorded on APRIL 25, 2012 under Auditor's File No. 2012 04250093 records of SKAGIT County, in the amount of \$403,500.
3. Jeremiah T. Aven and Jennifer L. Aven, referred to herein as "owner", are the owners 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 its mortgage and all agreement in connections 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 and extension or renewal thereof.
5. "Subordinator" acknowledges that prior to the execution hereof, he/she has had the opportunity to examine the terms of the "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 deed of trust 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.

Executed this 26<sup>th</sup> day of MARCH 2012.

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 THE SUBORDINATION AGREEMENT, THE PARTIES CONSULT WITH THEIR ATTORNEYS WITH RESPECT THERETO.

Signed Clayton Bond VP Banner Bank



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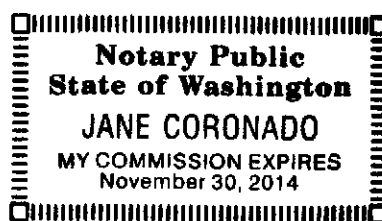
Skagit County Auditor

STATE OF WASHINGTON )  
County of Walla Walla )

On this 26<sup>th</sup> of March 2012 before me, the undersigned, a Notary Public in and for the State of Washington duly commissioned and sworn, personally appeared Clayton Bond known to me to be the Vice President, of the corporation that executed the foregoing instrument, and acknowledged the said instrument to be free and voluntary act and deed of such corporation for the uses and purposes therein mentioned and on oath stated that they are authorized to execute the said instrument.

Witness my hand and official seal hereto affixed the day and year first above written.

Jane Coronado  
Notary Public in and for the State of Washington  
Residing in Walla Walla  
My appointment expires. 11-30-14



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