



201205290185  
Skagit County Auditor

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**Return Address:**

LSI – North Recording Division  
5039 Dudley Blvd  
McClellan, CA 95652

ELS#13554880

Please print or type information **WASHINGTON STATE RECORDER'S Cover Sheet** (RCW 65.04)

**Document Title(s)** (or transactions contained therein): (all areas applicable to your document **must** be filled in)

SUBORDINATION AGREEMENT

**Grantor(s)** (Last name, first name, initials)

SKAGIT STATE BANK  
BRIAN J VANDER POL  
3724 E BROADWAY STREET  
MOUNT VERNON, WA  
98274

Additional names on page \_\_\_\_ of document.

**Reference Number(s) of Documents assigned or released:**

200209100191

Additional reference #'s on page \_\_\_\_ of document

201205290184

**Grantee(s)** (Last name first, then first name and initials)

BANK OF AMERICA, N.A.  
101 SOUTH TRYON STREET  
CHARLOTTE, NC  
28255

**Legal description** (abbreviated: i.e. lot, block, plat or section, township, range ect...)

LOT 2, PARK RIDGE, DIV I, VOL 15, PGS 112-113, SKAGIT CO.

Additional legal is on **Exhibit A** of document.

**Assessor's Property Tax Parcel/Account Number** ☐ Assessor Tax # not yet assigned

4611-000-002-0001

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

**Recording Requested By &  
When Recorded Mail To:**

LSI Title Company  
5039 Dudley Blvd.  
McClellan, CA 95652

Title Order No. 13554880

**SUBORDINATION AGREEMENT**

APN: 4611-000-002-0001

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 March 29, 2012, by **BRIAN J. VANDER POL**, Owner of the land hereinafter described and hereinafter referred to as "Owner", and **SKAGIT STATE BANK**, present Owner and holder of the deed of trust and note first hereinafter described and hereinafter referred to as "Beneficiary";

**WITNESSETH**

THAT WHEREAS, **BRIAN J. VANDER POL** did execute a deed of trust, dated 9/3/2002, to **Land Title Company of Burlington**, as trustee, covering real property at 3724 E. Broadway, Mount Vernon, WA 98274, County of Skagit, State of Washington, described as follows:

Lot 2, "Park Ridge Division I", as per plat recorded in Volume 15 of Plats at Pages 112 and 113, in the Records of Skagit County, State of Washington.

to secure a note in the original sum of **\$30,000.00** dated 9/3/2002, in favor of **SKAGIT STATE BANK**, which the original deed of trust was recorded on 9/10/2002, in **Instrument # 200209100191**, Official Records of said county; and

WHEREAS, Owners have executed, or are about to execute, a deed of trust and note in the sum not to exceed **\$78,200.00**, dated \_\_\_\_\_, in favor of **BANK OF AMERICA, N.A., its affiliates and subsidiaries, successors and/or assigns** 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

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

**Recording Requested By:**  
**LSI**



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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 Owners: 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.

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:

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 above mentioned.

That Lender would not make its loan above described without this subordination agreement.

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, 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

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 Owners and Lender for the disbursement of the proceeds of Lender's loan;

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 who 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;

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

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.



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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.

SKAGIT STATE BANK

By Leri Miller Beneficiary

Title: AVP Beneficiary

(ALL SIGNATURES MUST BE ACKNOWLEDGED)

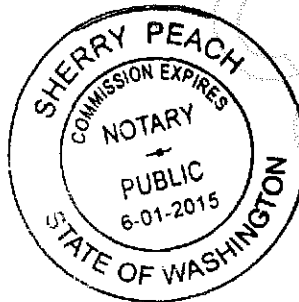
STATE OF Washington  
COUNTY OF Skagit

On 4/10/12 before me, Sherry Peach personally appeared Leri Miller who is the AVP of SKAGIT STATE BANK, who 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 capacities, and that by his/her/their signature(s) on the instrument the person(s), or entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of Washington that the foregoing paragraph is true and correct

Witness my hand and official seal,

Signature Sherry Peach



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Order No.: **13554880**  
Loan No.: **241889427**

### **Exhibit A**

The following described property:

Lot 2, "Park Ridge Division I", as per plat recorded in Volume 15 of Plats at Pages 112 and 113, in the Records of Skagit County, State of Washington.

Assessor's Parcel No: **4611-000-002-0001**



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