

WHEN RECORDED, RETURN TO:
FIRST AMERICAN MORTGAGE SERVICES
1100 SUPERIOR AVENUE, SUITE 200
CLEVELAND, OHIO 44114
NATIONAL RECORDING



201211010030
Skagit County Auditor

11/1/2012 Page 1 of 8 10:17AM

Document Title(s)

Subordination Agreement

Reference Numbers(s) of related documents

200510110172

201211010029

Additional Reference #s on page

Grantor(s) (Last, First and Middle Initial)

Mortgage Electronic
Registration Systems, Inc.

Kelley Hungerford

Richard Hungerford

Additional grantors on page

Grantee (Last, First and Middle Initial)

Ally Bank Corp.

Additional grantees on page

Legal Description (abbreviated form: i.e. lot, block, plat or section, township, range,
quarter/quarter)

Sec. 14, Twp 34N, R1E

Additional legal is on page

Assessor's Property Tax Parcel/Account Number

P19422

Additional parcel #s on page

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

I am requesting an emergency nonstandard recording for an additional fee as 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.

Signature of Requesting Party

7392094413

WHEN RECORDED MAIL TO:

GMAC Mortgage, LLC

3451 Hammond Ave

Waterloo IA 50702

Prepared by: Jeff Uden

7570051

SUBORDINATION AGREEMENT

THIS AGREEMENT, made September 28, 2012, by **Mortgage Electronic Registration Systems, Inc., ('MERS')**, present owner and holder of the Note first hereinafter described and hereinafter referred to as "Beneficiary";

WITNESSETH:

THAT KELLEY HUNGERFORD and RICHARD HUNGERFORD, ("Owner"), did execute a Deed of Trust dated **October 4, 2005**, to **LAND TITLE COMPANY**, as trustee, covering:

SEE ATTACHED

To secure a Note in the sum of **\$66,000.00** dated **October 4, 2005** in favor of **Mortgage Electronic Registration Systems, Inc., ('MERS')**, which Deed of Trust was recorded on **October 11, 2005** as **Instrument 200510110172, Official Records.**

WHEREAS, Owner has executed, or is about to execute, a Deed of Trust and note in the sum of (Not to Exceed) **\$331,044.00** dated 10/8/12 in favor of **Ally Bank Corp.**, 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;

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 Beneficiary's Deed of Trust first above mentioned.

- (1) That said Deed of Trust securing said note in favor of Lender, 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 Beneficiary's Deed of Trust first above mentioned.
- (2) That Lender would not make its loan above described without this Subordination Agreement.
- (3) Nothing herein contained shall affect the validity or enforceability of Beneficiary's Deed of Trust except for the subordination as aforesaid.

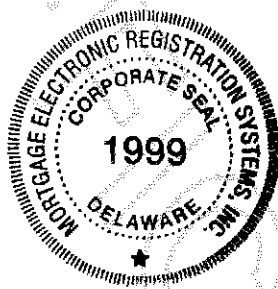


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Beneficiary declares, agrees and acknowledges that

It 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, a specific loan is being 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.

Mortgage Electronic Registration Systems, Inc., ('MERS')



By: _____

Jami M. Beranek

Title: _____

Assistant Secretary

Attest: _____

Jill Bohlken

Title: _____

Assistant Secretary

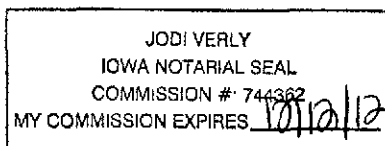
STATE OF IOWA

COUNTY OF BLACK HAWK

ss:

On September 28, 2012, before me **Jodi Verly**, a notary public in and for the said county, personally appeared Jami M. Beranek known to me to be a Assistant Secretary of Mortgage Electronic Registration Systems, Inc., ('MERS') and Jill Bohlken known to me to be an Assistant Secretary of Mortgage Electronic Registration Systems, Inc., ('MERS'), Solely Defined As Nominee For The Lender, GMAC Mortgage, LLC, the Limited Liability Company that executed the within instrumental also known to me (or proved to me on the basis of satisfactory evidence to be the person who executed the with instrument, behalf of the Limited Liability Company herein named and acknowledged to me that such Limited Liability Company executed the same.

WITNESS my hand and notarial seal.



Notary Public

Jodi Verly



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EXHIBIT A

PARCEL "A"

THE WEST 40.00 FEET OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 14, TOWNSHIP 34 NORTH, RANGE 1 EAST, W.M.

EXCEPT ANY PORTION THEREOF LYING WITHIN THE COUNTY ROAD KNOWN AS BURROWS BAY OR GINNETT ROAD.

PARCEL "B"

THAT PORTION OF THE NORTH 1/2 OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 14, TOWNSHIP 34 NORTH, RANGE 1 EAST, W.M. BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER (WEST 1/4 CORNER) OF THE SOUTHWEST 1/4 OF SAID SECTION 14, TOWNSHIP 34 NORTH, RANGE 1 EAST, W.M.;

THENCE SOUTH 0 DEGREES 21' 23" WEST ALONG THE WEST LINE OF SAID SOUTHWEST 1/4 FOR A DISTANCE OF 1,362.02 FEET, MORE OR LESS, TO THE NORTHWEST CORNER OF SAID NORTH 1/2 OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 AND BEING THE TRUE POINT OF BEGINNING;

THENCE SOUTH 89 DEGREES 26' 35" EAST ALONG THE NORTH LINE OF SAID NORTH 1/2 OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 FOR A DISTANCE OF 812.96 FEET

THENCE SOUTH 25 DEGREES 46' 08" WEST FOR A DISTANCE OF 638.27 FEET;

THENCE NORTH 89 DEGREES 49' 08" WEST PARALLEL WITH THE SOUTH LINE OF SAID NORTH 1/2 OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 FOR A DISTANCE OF 359.06 FEET;

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EXHIBIT A
(continued)

THENCE NORTH 0 DEGREES 21' 23" EAST PARALLEL WITH THE WEST LINE OF SAID SUBDIVISION FOR A DISTANCE OF 50.00 FEET;

THENCE NORTH 89 DEGREES 49' 08" WEST FOR A DISTANCE OF 180.00 FEET, MORE OR LESS, TO THE WEST LINE OF SAID SUBDIVISION AT A POINT BEARING SOUTH 0 DEGREES 21' 23" WEST FROM THE TRUE POINT OF BEGINNING;

THENCE NORTH 0 DEGREES 21' 23" EAST ALONG SAID WEST LINE FOR A DISTANCE OF 531.01 FEET TO THE TRUE POINT OF BEGINNING.

ALL OF THE ABOVE BEING SUBJECT TO AND TOGETHER WITH A NON-EXCLUSIVE MUTUALLY BENEFICIAL EASEMENT FOR INGRESS, EGRESS AND UTILITIES OVER, UNDER AND ACROSS THE WEST 40.00 FEET OF THE ABOVE DESCRIBED PARCELS A AND B (KNOWN AS COTTAGE LANE, A PRIVATE ROADWAY).

AND ALSO SUBJECT TO AND TOGETHER WITH A NON-EXCLUSIVE MUTUALLY BENEFICIALLY. EASEMENT FOR INGRESS, EGRESS AND UTILITIES OVER, UNDER AND ACROSS THE NORTH 60.00 FEET OF THE SOUTH 210.00 FEET OF THE WEST 150.00 FEET OF THE NORTH 1/2 OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 14 TOWNSHIP 34 NORTH, RANGE 1 EAST, W.M.

COMMENCING AT THE NORTHWEST CORNER OF THE SOUTHWEST 1/4 OF SAID SECTION 14, TOWNSHIP 34 NORTH, RANGE 1 EAST, W.M. (WEST 1/4 CORNER);

THENCE SOUTH 0 DEGREES 21' 23" WEST ALONG THE WEST LINE OF SAID SOUTHWEST 1/4 FOR A DISTANCE OF 2,043.03 FEET TO THE SOUTHWEST CORNER OF SAID NORTH 1/2 OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4;

THENCE NORTH 0 DEGREES 21' 23" EAST ALONG THE WEST LINE OF SAID SOUTHWEST 1/4 FOR A DISTANCE OF 150.00 FEET;

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EXHIBIT A
(continued)

THENCE SOUTH 89 DEGREES 49' 08" EAST PARALLEL WITH THE SOUTH LINE OF SAID NORTH 1/2 OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 FOR A DISTANCE OF 140.00 FEET TO THE TRUE POINT OF BEGINNING OF SAID LINE DESCRIPTION;

THENCE NORTH 25 DEGREES 10' 27" EAST FOR A DISTANCE OF 105.00 FEET TO THE TERMINUS OF SAID LINE.

COMMENCING AT THE NORTHWEST CORNER OF THE SOUTHWEST 1/4 OF SAID SECTION 14, TOWNSHIP 34 NORTH, RANGE 1 EAST, W.M. (WEST 1/4 CORNER);

THENCE SOUTH 0 DEGREES 21' 23" WEST ALONG THE WEST LINE OF SAID SOUTHWEST 1/4 FOR A DISTANCE OF 1,362.02 FEET, MORE OR LESS, TO THE NORTHWEST CORNER OF SAID NORTH 1/2 OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4;

THENCE SOUTH 89 DEGREES 26' 35" EAST ALONG THE NORTH LINE OF SAID NORTH 1/2 OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 FOR A DISTANCE OF 812.96 FEET TO THE NORTHWEST CORNER OF THAT CERTAIN PARCEL DESCRIBED ON EXHIBIT "C" OF BOUNDARY LINE ADJUSTMENT QUIT CLAIM DEED TO DONALD M. CALDWELL AND ANN B. CALDWELL, HUSBAND AND WIFE, RECORDED UNDER SKAGIT COUNTY AUDITOR'S FILE NO. 200407230147;

THENCE SOUTH 25 DEGREES 46' 08" WEST ALONG THE WESTERLY LINE OF SAID CALDWELL PARCEL FOR A DISTANCE OF 638.27 FEET, MORE OR LESS, TO THE SOUTHWEST CORNER THEREOF ALSO BEING A POINT ON THE NORTH LINE OF PARCEL 1 (EXHIBIT "A" OF SAID CALDWELL BOUNDARY LINE ADJUSTMENT QUIT CLAIM DEED), AND BEING THE TRUE POINT OF BEGINNING;

THENCE NORTH 89 DEGREES 49' 08" WEST ALONG SAID NORTH LINE FOR A DISTANCE OF 105.12 FEET;

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EXHIBIT A
(continued)

THENCE NORTH 25 DEGREES 46' 08" EAST FOR A DISTANCE OF 344.79 FEET;

THENCE SOUTH 89 DEGREES 49' 08" EAST FOR A DISTANCE OF 105.12 FEET, . MORE OR LESS, TO SAID WEST LINE OF CALDWELL TRACT (EXHIBIT "C" CALDWELL BOUNDARY LINE ADJUSTMENT QUIT CLAIM DEED RECORDED UNDER AUDITOR'S FILE NO. 200407230149);

THENCE CONTINUE SOUTH 89 DEGREES 49' 08" EAST FOR A DISTANCE OF 55.44 FEET;

THENCE SOUTH 25 DEGREES 46' 08" WEST FOR A DISTANCE OF 347.01 FEET, MORE OR LESS., TO THE SOUTH LINE OF SAID CALDWELL TRACT (EXHIBIT "C", ALSO BEING THE NORTH LINE OF PARCEL 1, EXHIBIT "A") AT A POINT BEARING SOUTH 87 DEGREES 43' 18" EAST FROM THE TRUE. POINT OF BEGINNING;

THENCE NORTH 87 DEGREES 43' 18" WEST ALONG THE COMMON LINE OF SAID CALDWELL PARCELS FOR A DISTANCE OF 54.52 FEET, MORE OR LESS, TO THE TRUE POINT OF BEGINNING;

ALL OF THE ABOVE ALSO BEING SUBJECT TO AND TOGETHER WITH EASEMENTS, RESERVATIONS, RESTRICTIONS, COVENANTS, LIENS, LEASES, COURT CAUSES AND OTHER INSTRUMENTS OF RECORDS.

CONTAINING 10.00 ACRES

SITUATE IN THE COUNTY OF SKAGIT, STATE OF WASHINGTON.

ABBRV LEGAL

PTN SEC 14 T34N R1E WM

PPN: P122039
P19421

(Parcel #1)
(Parcel #2)

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EXHIBIT A
(continued)

P19422 (Parcel #3)
KELLEY HUNGERFORD AND RICHARD S. HUNGERFORD, WIFE AND
HUSBAND

14753 COTTAGE LANE, ANACORTES WA 98221
Loan Reference Number : 7570651/000688038271
First American Order No: 45872412
Identifier:



HUNGERFORD
45872412

WA

FIRST AMERICAN ELS
DEED OF TRUST



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