After recording return to: RBS Citizens, N.A. Attn: SBO Dept RJW 212 443 Jefferson Boulevard Warwick, RI 02886



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LAND TITLE OF SKAGIT COUNT

SUBORDINATION AGREEMENT

1. Ernie Reichlin and Linda Reichlin
☐ Additional names on page of document Grantee(s):
1. RBS Citizens, N.A.
☐ Additional names on page of document
Abbreviated Legal Description (lot, block and plat name, or section-township-range):
Lot
Block
Plat
Section
☐ Additional legal description is on page of document
Assessor's Property Tax Parcel Account Number(s): P16433
Reference Numbers of Documents assigned or Released (if applicable)
200609280109 & 201302040164
☐ Additional reference numbers on page of document

Washington State

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SUBORDINATION AGREEMENT

THIS AGREEMENT is made as of the 7th day of January, 2013, by RBS Citizens, N.A., a national banking association, and Ernie Reichlin and Linda Reichlin with reference to the following facts:

- A. First Horizon Home Loan Corporation, Original Lender is the beneficiary of that certain Deed of Trust dated September 21, 2006, in the principal amount of Thirty Nine Thousand Dollars (\$39,000.00) and recorded on September 28, 2006 in the real property records of Skagit County, Washington, under Recording No. 200609280109 and assigned to RBS Citizens NA and recorded on December 14, 2009 under Recording No 200912140102, in by and among Ernie Reichlin and Linda Reichlin, as grantor, and Land Title Company of Skagit County, as Trustee (the "Subordinate Deed of Trust"), covering real property more particularly described on EXHIBITA attached hereto and commonly known as: 18787 Dike Rd, Mount Vernon, Washington 98273.
- B. Will execute and deliver to US Bank Home Mortgage ("New Lender") a deed of trust encumbering the described property securing a total indebtedness not to exceed in principal amount the sum of Two Hundred Sixty Four Thousand Seven Hundred Ninety One Dollars (\$264,791.00) ("New Deed of Trust").
- C. RBS Citizens, N.A is willing to subordinate the lien of the Subordinate Deed of Trust to the lien of the New Deed of Trust.

NOW, THEREFORE, for good and valuable consideration, receipt whereof is hereby acknowledged, the parties do hereby agree as follows:

- 1. RBS Citizens, N.A hereby authorizes New Lender or its agent to insert the recording data of the New Deed of Trust in the space provided below in the event the New Deed of Trust has not been recorded at the time Original Lender executes this Subordination Agreement. The New Deed of Trust was recorded FEBRUARY 4, 2013, in under Recording No. 201302040169, in Skagit County, State of Washington.
- 2. RBS Citizens, N.A hereby subordinates the lien of the Subordinate Deed of Trust to the lien of New Deed of Trust and to all advances or charges made or accruing thereunder, including any extension, renewal, or modification thereof; to the extent the New Deed of Trust does not secured more than the principal amount of Two Hundred Sixty Four Thousand Seven Hundred Ninety One Dollars (\$264,791.00) plus interest, advances made by New Lender to protect the lien, and attorneys fees and costs.
- 3. RBS Citizens, N.A acknowledges that prior to the execution hereof, it has had the opportunity to examine the terms of the New Deed of Trust and the note and agreements

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201302040170 Skagit County Auditor 2/4/2013 Page 2 of 4 3:25PM relating thereto; consents to and approves the same; and recognizes that New Lender has no obligation to Original Lender to advance any funds under the New Deed of Trust or to see to the application of any funds advanced by New Lender; and any application or use of such funds for purposes other than those provided for in such deed of trust, note, or agreements shall not defeat, in whole or in part, the subordination made herein.

- 4. It is understood and agreed that New Lender would not make the loan secured by the New Deed of Trust without this Subordination Agreement.
- 5. 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 Original Deed of Trust to the lien or charge of the New Deed of Trust in favor of New Lender 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 Original Deed of Trust which provide for the subordination of the lien or charge thereof to a deed of trust to be thereafter executed.
- 6. This Agreement shall be governed by the laws of the State of Washington. It may be modified or terminated only in writing signed by RBS Citizens, N.A and New Lender. This agreement shall be binding upon and inure to the benefit of the heirs, administrators, successors and assigns of the parties.

EXECUTED as of the day and year first above written.

SIGNED IN THE PRESENCE OF:

.5%

By:

John Endslow, Assistant Vice President

STATE OF RHODE ISLAND)

) ss.

RBS CITIZEÑS

COUNTY OF KENT)

In Warwick, on this 7th day of January, 2013 before me personally appeared John Endslow, the Assistant Vice President of RBS Citizens, N.A., a national banking association, to me known and known by me to be the party executing the foregoing instrument on behalf of said bank, and acknowledged said instrument and the execution thereof to be his/her free act and deed in said capacity and the free act and deed of said bank.



Notary Public: Margaret A McDonough My Commission Expires: November 27, 2016

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DESCRIPTION:

That portion of Government Lot 7, Section 6, Township 33 North, Range 4 East, W.M., described as follows:

Beginning at a point on the South line of said Section 6 which point bears South 89°31'0" East, a distance of 386.88 feet from the Southwest corner of said Section 6 and which point bears North 89°30'0" West, a distance of 2,285.59 feet from the South ¼ corner of said Section 6;

thence North 1055'30" East, a distance of 1,013.02 feet to the true point of beginning of this description;

thence continue North 1°55'30" East, a distance of 184.62 feet;

thence North 86°44'30" West, a distance of 20 feet;

thence South 1°55'30" West, a distance of 36 feet;

thence North 86°44'30" West, a distance of 130 feet, more or less, to a point on the East line of the County road as presently used;

thence Southerly along the East line of said County road, a distance of 150 feet, more or less, to a point that is North 86°44'30" West from the true point of beginning;

thence South 86°44'30" East, a distance of 157 feet, more or less, to the true point of beginning,

EXCEPT that portion, if any, lying within the boundaries of the County road right of way.

Situate in the County of Skagit, State of Washington.

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