Prepared by: Alvita D. Wilcox

**RECORDING REQUESTED BY**
**AND WHEN RECORDED MAIL TO:**
MERS, Inc. as nominee for Century 21 ®
Mortgage (SM)
1 Mortgage Way
MailStop DC
Mount Laurel, NJ 08054
Attn: Document Control
Loan No.: 0031368533

Return To:
Chicago Title
Servicelink Division
4000 Industrial Blvd
Aliquippa, PA 15001

Prepared by:
JP Morgan Chase Bank
1111 Polaris Parkway
Columbus, OH 43240

201304110026
Skagit County Auditor
4/11/2013 Page 1 of 3 9:34AM

**SUBORDINATION AGREEMENT**
**MIN 1000200 0031368533 5**

**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 18 October 2012, by **Robert A. Moore and Sharlene I. Moore, Husband and Wifw**, hereinafter referred to as "Owner", and **MERS, Inc. as nominee for Century 21 ® Mortgage (SM)**, a New Jersey Corporation, present owner and holder of the deed of trust and note first hereinafter described and hereinafter referred to as "Beneficiary";

**WITNESSETH:**

**THAT WHEREAS,** Owners did execute the deed of trust, dated **August 5th, 2005**, to **MERS, Inc. as nominee for Century 21 ® Mortgage SM**, a New Jersey Corporation, as trustee, covering that certain property in Skagit County, state of Washington, fully described in said deed of trust to secure a note in the sum of **$42,990.00**, dated **August 5th, 2005**, in favor of **MERS, Inc. as nominee for Century 21 ® Mortgage (SM)**, a New Jersey Corporation, which deed of trust was recorded on **August 9th, 2005**, in **Book** NA **Page** NA as DOC# **200508090020**, official Records of said county, and

Lot 24, WADE PLACE SECOND ADDITION, according to the plat thereof, recorded in Volume 14 of Plats, pages 122 and 123, records of Skagit County, Washington.

Situated in Skagit County, Washington. APN: 4531-000-024-0002

**WHEREAS,** Owner has executed, or is about to execute, a deed of trust and note in the sum not to exceed **$210,510.00** in favor of **JP 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
*dated 1-4-2013 recorded 1-25-2013 Doc # 201301250080

**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 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.

**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:

*"MERS" is a Mortgage Electronic Registration Systems, Inc. MERS is a separate corporation that is acting solely as a nominee for Lender and Lender's successors and assigns. MERS is the mortgagee under this Security Instrument. MERS is organized and existing under the laws of Delaware, and has an address and telephone number of 1901 E Voorhees Street, Suite C, Danville, IL 61834, P.O. Box 2026, Flint, Michigan 48501-2026, tel. (888) 679-MERS.

(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 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 between the parties hereto 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 any prior agreements as to such, or any, 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 a deed or deed of trust or to a mortgage or mortgages to be thereafter executed.

Beneficiary declares, agrees and acknowledges that

(a) 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; and

(b) It intentionally and unconditionally 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 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 subordination.

**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.**

**MERS, Inc. as nominee for Century 21 ® Mortgage (SM)**

BY: _____

Name: Carol Lang

Title: Assistant Secretary

_____

**Robert A. Moore**

_____

**Sharlene I. Moore**

STATE OF NEW JERSEY
COUNTY OF BURLINGTON

On October 18, 2012, before me, _____ personally appeared Carol Lang, Assistant Secretary of **MERS, Inc. as nominee for Century 21 ® Mortgage (SM)**, personally known to me to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the entity upon behalf of which the person acted executed the instrument.

WITNESS my hand and official seal.

Dorothy J Demarco
Notary Public
New Jersey
My Commission Expires 11-15-12

(SEAL)

STATE OF WASHINGTON
COUNTY OF _____

On _____, 2012, before me, _____, personally appeared **Robert A. Moore** and **Sharlene I. Moore**, personally known to me (or proved to me on the basis of satisfactory evidence) to be the persons whose names are subscribed to the within instrument and acknowledged to me that they executed the same in their authorized capacities, and that by their signatures on the instrument the persons, or the entity upon behalf of which the persons acted, executed the instrument.

WITNESS my hand and official seal.

_____

Name: _____

Notary Public, State of Washington

(SEAL)

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

#WA (2/93)
3195R/1

UNOFFICIAL DOCUMENT

(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 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 between the parties hereto 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 any prior agreements as to such, or any, 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 a deed or deed of trust or to a mortgage or mortgages to be thereafter executed.

Beneficiary declares, agrees and acknowledges that

(a) 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; and

(b) It intentionally and unconditionally 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 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 subordination.

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**MERS, Inc. as nominee for Century 21 ® Mortgage (SM)**

BY: _____

Name: Carol Lang

Title: Assistant Secretary

_____

**Robert A. Moore**

_____

**Sharlene I. Moore**

STATE OF NEW JERSEY
COUNTY OF BURLINGTON

On October 18, 2012, before me, _____ personally appeared Carol Lang, Assistant Secretary of **MERS, Inc. as nominee for Century 21 ® Mortgage (SM)**, personally known to me to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the entity upon behalf of which the person acted executed the instrument.

WITNESS my hand and official seal.

Dorothy J Demarco
Notary Public
New Jersey
My Commission Expires 11-15-12

_____ (SEAL)

STATE OF WASHINGTON
COUNTY OF Cowlitz

On 1-17, ~~2012~~ 2013, before me, Robert A Moore + Sharlene I Moore, personally appeared **Robert A. Moore** and **Sharlene I. Moore**, personally known to me (or proved to me on the basis of satisfactory evidence) to be the persons whose names are subscribed to the within instrument and acknowledged to me that they executed the same in their authorized capacities, and that by their signatures on the instrument the persons, or the entity upon behalf of which the persons acted, executed the instrument.

WITNESS my hand and official seal.

LYNN RUDDELL
COMMISSION EXPIRES
NOTARY
PUBLIC
OCTOBER 26, 2013
STATE OF WASHINGTON

Lynn L Ruddell

Name: **Lynn Ruddell**

Notary Public, State of Washington

(SEAL)

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