

Return to:

**WASHINGTON FEDERAL SAVINGS**

425 Pike Street

Seattle, WA 98101

Attn: Consumer Loan Servicing

372662-7



Skagit County Auditor

\$74.00

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Assessor's Parcel or Account Number:

3975-000-070-0100 (P117501)

Abbreviated Legal Description:

Lot 68 & Ptn Lot 69, Rancho San Juan Del Mar,

Subdiv. 4

**LAND TITLE OF SKAGIT COUNTY**

145588-

[Space Above This Line For Recording Data]

*OAE*

## 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 agrees as follows:

1. Washington Federal Savings, a Federally Chartered Savings and Loan Association referred to herein as 'subordinator', is the Owner and holder of a Mortgage dated January 14, 2008, which is recorded in volume \_\_\_\_\_ of Mortgages, page \_\_\_\_\_ under auditor's file NO. 200801160005 records of Skagit County, Washington.
2. **US Bank N.A.**, referred to herein as 'lender', is the owner and holder of a Mortgage dated 5/1/2013 executed by John S. Hellman, Successor Trustee of the Hellman Family Trust U.T.D. August 19, 1992, which is recorded in volume \_\_\_\_\_ of Mortgages, page \_\_\_\_\_ under Auditor's File No. 201305080010, records of Skagit County, Washington.
3. John S. Hellman, Successor Trustee of the Hellman Family Trust U.T.D. August 19, 1992, referred to herein as 'owner', is the owner of all the 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 under its Mortgage and all agreements in connection 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 any extension or renewal thereof.
5. "Subordinator" acknowledges that, prior to the execution hereof, he has had the opportunity to examine the terms of 'lender' Mortgage, note and agreements relating thereto, consents to and approves same, and recognized 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 Mortgage 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.

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  
 IMPROVEMENTS OF THE LAND. IT IS RECOMMENDED THAT, PRIOR TO THE  
 EXECUTION OF THIS SUBORDINATION AGREEMENT, THE PARTIES CONSULT WITH  
 HIS/HER/THEIR ATTORNEYS WITH RESPECT THERETO.

## Washington Federal Savings

**Michael O'Rourke, SVP**

John S. Hellman, ~~Successor~~ <sup>Surviving</sup> Trustee of The Hellman Family Trust U.T.D. August 19, 1992



) as.

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I hereby certify that I know or have satisfactory evidence that MICHAEL O'ROURKE

\_\_\_\_\_ is the person(s) who appeared before me, and said person(s) acknowledged that (he/she/they) signed this instrument, on oath stated that (he/she/they) was/were authorized to execute the instrument and acknowledged it as the SENIOR VICE PRESIDENT

of WASHINGTON FEDERAL  
to be (his, her, their) free and voluntary act for the uses and purposes mentioned in this instrument.

Shannon S. Lawrence  
(Signature)

SHANNON S. STEVENS  
Notary Public in and for the State of WASHINGTON  
residing at TUKWILA  
My appointment expires AUGUST 1, 2015

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) as.

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I hereby certify that I know or have satisfactory evidence that

person(s) who appeared before me, and said person(s) acknowledged that (he, she, they) signed this instrument, and acknowledged it to be (his, her, their) free and voluntary act for the uses and purposes mentioned in this instrument.

Dated \_\_\_\_\_  
(Seal or Stamp)

(Signature)

Notary Public in and for the State of \_\_\_\_\_,  
residing at \_\_\_\_\_  
My appointment expires \_\_\_\_\_

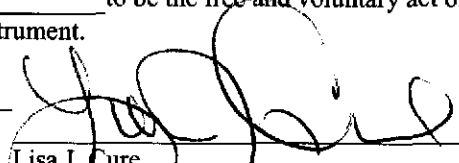


STATE OF Washington }  
County of Skagit } SS:

I certify that I know or have satisfactory evidence that John S. Hellman  
signed this instrument, on oath stated that He is  
authorized to execute the instrument and acknowledged it as the ~~Successor~~ Surviving Trustee  
of The Hellman Family Trust to be the free and voluntary act of such  
party for the uses and purposes mentioned in this instrument.

Dated: May 3, 2013



  
Lisa J. Cure  
Notary Public in and for the State of Washington  
Residing at Mount Vernon  
My appointment expires: July 16, 2014



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