

When Recorded Return To: Indecomm Global Services 2925 Country Drive St. Paul, MN 55117 Skagit County Auditor 6/27/2013 Page \$75.00

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When Recorded Return to:

First Tennessee Bank National Association, Grantor

lec 2nd

P.O. Box 132

Memphis, TN 38101

SUBORDINATION AGREEMENT

When Recorded Return To: Indesomm Global Services 2925 Country Drive St. Baul, MN, 55117

RECITALS:

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WHEREAS, Corey Kiesser and Tracy Kiesser, Husband and Wife (hereinafter singly or collectively "Borrower") is the owner of the following described real property described below or in Exhibit "A" attached hereto, and having a street address as follows (the "Property"):

1212 34TH Street

Anacortes, Washington 98221

2013010270077

PTN LOT 3, ALL LOT 4, BLOCK 1, "CHILDS & HAGADORN'S FIRST ADDITION TO THE CITY".

Full legal on page 4.

Parcel ID: P57080 and 3783-001-004-0001

AND WHEREAS, the said Borrower has made application for a closed—end mortgage loan ("New Loan") in an amount not to exceed \$125,212.00 from JPMorgan Chase Bank, NA (the "Grantee"), whose address is: 710 Kansas Lane, LA4-2107, Monroe, LA 71203 to be evidenced by a Deed of Trust / Mortgage which shall be a lien or charge on the Property.

AND WHEREAS, the undersigned, First Tennessee Bank National Association, successor thru merger with First Horizon Home Loan Corporation (collectively, "Grantor") has an interest in or lien upon the Property as follows:

(Deed of Trust) As Beneficiary under a Deed of Trust to the Trustee named therein, Recorded April 30, 2007 in Instrument Number 200704300096; Official Records of Skagit County, State of Washington.

As a condition of making the New Loan, the Grantee has required the Borrower to execute a Deed of Trust/Mortgage on the Property securing repayment of the New Loan (the "New Deed of Trust/Mortgage"), which, upon execution and recordation of this Agreement, and subject to the conditions and limitations set out below, shall have a superior lien position to that of Grantor on the Property.

AGREEMENTS:

NOW, THEREFORE, in consideration of the premises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby agrees as follows:

- 1. Grantor hereby agrees to subordinate the lien of its Deed of Trust/Mortgage to the lien of the New Deed of Trust/Mortgage, subject to the following conditions. This Subordination is limited solely to the New Deed of Trust/Mortgage and is effective ONLY to the extent to which the New Deed of Trust/Mortgage is a valid, enforceable and properly recorded mortgage lien instrument. This Agreement shall be of no force and effect in the event Grantee or its agents fails to satisfactorily perform all acts required to make the New Deed of Trust/Mortgage a valid and enforceable mortgage loan, that is properly recorded in the appropriate land records.
- 2. This Subordination as described above shall not apply to any future advance of funds to or for the benefit of the Borrower by the Grantee of the New Deed of Trust/Mortgage, except for advances necessary to protect the security of the New Deed of Trust/Mortgage.
- 3. Nothing in this Agreement shall be deemed to constitute a novation with respect to the debt secured by the Grantor Deed of Trust/Mortgage, nor an extension or modification thereof, nor otherwise affect the rights, remedies or penalties under the Grantor Deed of Trust/Mortgage.
- 4. This Agreement shall be binding upon and shall inure to the benefit of Grantor and the Grantee and their respective successors and assigns, and any purchaser at any foreclosure sale instituted pursuant to the Grantor Deed of Trust/Mortgage or the New Deed of Trust/Mortgage.
- 5. This Agreement shall be construed in accordance with the laws of the State of Tennessee.

IN WITNESS WHEREOF, Grantor has caused this Agreement to be executed by its dul representative and Trustee has executed this Agreement on this Link day of the control of t	y authorized
representative and Trustee has executed this Agreement on this Link day of	, 20 <u> ነ`</u> }_

By:

WITNESS:

Sharon Harper

FIRST TENNESSEE BANK NATIONAL ASSOCIATION SUCCESSOR THRU MERGER WITH FIRST HORIZON HOME LOAN CORPORATION (Grantor)

Name: Jew Nobear

Title: Limited Vice President Underwriter

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ACKNOWLEDGMENT

STATE OF <u>TENNESSEE</u>)
) ss
COUNTY OF SHELBY)

Before me, Lee Anne Todd of the state and county mentioned, personally appeared Jeff McLean, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged such person to be the Limited Vice President Underwriter FIRST TENNESSEE BANK NATIONAL ASSOCIATION SUCCESSOR THRU MERGER WITH FIRST HORIZON HOME LOAN, the within named bargainer, a corporation, and that he/she, as such Limited Vice President Underwriter, executed the foregoing instrument for the purpose therein contained, by personally signing the name of the corporation as Limited Vice President Underwriter

WITNESS my hand and official seal on this_

day of Wh

20<u>13</u>.

Notary Public

My Commission expires:

Prepared by: Sharon Harper First Tennessee Bank 1555 Lynnfield Bldg C Memphis, TN 38119 STATE
OF
TENNESSEE
NOTARY
PUBLIC
Onnoission Expires December

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EXHIBIT - Legal Description

Order Number: 57813704 Property Tax ID: P57080

Land in the city/township/village of ANACORTES and the County of Skagit, State of WA, more particularly described as:

THE WEST 15 FEET OF LOT 3 AND ALL OF LOT 4, BLOCK 1, "CHILD'S & HAGADORN'S FIRST ADDITION TO THE

CITY OF ANACORTES," ACCORDING TO THE PLAT THEREOF, RECORDED IN VOLUME 2 OF PLATS, PAGE 29, RECORDS OF SKAGIT COUNTY, WASHINGTON.
SITUATE IN SKAGIT COUNTY, WASHINGTON.

Commonly described as: 1212 34TH ST, ANACORTES WA 98221



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