

Skagit County Auditor 7/16/2013 Page

1 of

\$73.00 2 10:20AM

When recorded return to: David and Mary Rytand Living Trust 12142 Salty Lane Anacortes, WA 98221

## **Subordination Agreement**

GUARDIAN NORTHWEST TITLE CO.

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.

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The undersigned subordinator and owner agrees as follows: 1. Skagit State Bank referred to herein as "subordinator", is the owner and holder of a mortgage dated June 6, 2012 of Mortgages, page which is recorded in volume records of Skagit County. under auditor's file 201206110090 Wells Fargo Bank, N. referred to herein as "lender", is to executed 7/11/13 is the owner and holder of a mortgage dated (which is recorded in volume of Mortgages, auditor's file 201307160027 County) (which records Skagit is to be recorded concurrently herewith).

- 3. David H. Rytand and Mary R. Rytand, Trustees of the David and Mary Rytand Living Trust
  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's" mortgage, note and agreements relating thereto, consents to and approves same, and recognizes 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 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. IT IS RECOMMENDED THAT, PRIOR TO THE EXECUTION OF THIS SUBORDINATION AGREEMENT, THE PARTIES CONSULT THEIR ATTORNEYS WITH RESPECT THERETO.

Dated: July 8, 2013	•
Skagit State Bank	
Phille In	Tuller, AVP
Ву	
STATE OF: Washington	<u> </u>
County Of: Skagit	} \$\$\$
I certify that I know or have satisfactory e signed this instrument, on oath stated that acknowledged it as the AUD of such party for the uses and purposes m.  Dated: 7/8/13	is/are authorized to execute the instrument and of Skapit State Bank to be the free and voluntary act
	Notary Public in and for the State of : Washington
GYERRY PEACY	Residing at: BUJLINGTON  My appointment Expires: 6-1-15
PUBLIC 8-01-2015 OF WASHING	

