

WHEN RECORDED, RETURN TO:  
FIRST AMERICAN MORTGAGE SERVICES  
1100 SUPERIOR AVENUE, SUITE 200  
CLEVELAND, OHIO 44114  
NATIONAL RECORDING



201307180089

Skagit County Auditor  
7/18/2013 Page

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\$74.00

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**WHEN RECORDED MAIL TO:**

Ocwen Loan Servicing, LLC  
3451 Hammond Ave  
Waterloo IA 50702

Prepared by: Samantha Grandston  
MIN Number 100039046766317073  
MERS Phone Number 1-888-679-6377

APN: P58035

**SUBORDINATION AGREEMENT**

E 1/2 OF LOTS 14, 15 & 16 BLK 7 MUNK'S FIRST QUEEN ANNE ADD TO  
ANA CATES, V. 3 PG 1 47042846

THIS AGREEMENT, made June 27, 2013, by Mortgage Electronic Registration Systems, Inc., ('MERS'), Mortgage holder of the Note first hereinafter described and hereinafter referred to as "Beneficiary";

#201307180088

**WITNESSETH:**

THAT John W. Smit and Tonda Smit, ("Owner"), did execute a Deed of Trust dated December 6, 2005, to Title Source, Inc., as trustee, covering:

**SEE ATTACHED**

To secure a Note in the sum of \$92,800.00 dated December 6, 2005 in favor of Mortgage Electronic Registration Systems, Inc., ('MERS'), which Deed of Trust was recorded on December 12, 2005 as Instrument No 200512120121, Official Records.

WHEREAS, Owner has executed, or is about to execute, a Deed of Trust and note in the sum of (Not to Exceed) \$135,046.00 dated \_\_\_\_\_ in favor of Mortgage Investors Corporation, 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;

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 upon the above described property prior and superior to the 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 Beneficiary's Deed of Trust first above mentioned.

- (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 Beneficiary's Deed of Trust first above mentioned.
- (2) That Lender would not make its loan above described without this Subordination Agreement.
- (3) Nothing herein contained shall affect the validity or enforceability of Beneficiary's Deed of Trust except for the subordination as aforesaid.

Beneficiary declares, agrees and acknowledges that

It intentionally and unconditionally waives, relinquishes and 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 waiver, relinquishment and subordination, a specific loan is being 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 waiver, relinquishment and subordination.

Mortgage Electronic Registration Systems, Inc., ('MERS')



By: [Signature]  
Jami M. Beranek  
Title: Assistant Secretary

Attest: [Signature]  
Amber Swanger  
Title: Assistant Secretary

STATE OF IOWA

COUNTY OF BLACK HAWK

ss:

On June 27, 2013, before me **Jeff Uden**, a notary public in and for the said county, personally appeared Jami M. Beranek known to me to be a Assistant Secretary of Mortgage Electronic Registration Systems, Inc., ('MERS') and Amber Swanger known to me to be an Assistant Secretary of Mortgage Electronic Registration Systems, Inc., ('MERS'), Solely Defined As Nominee For The Lender, Ocwen Loan Servicing, LLC, the Limited Liability Company that executed the within instrumental also known to me (or proved to me on the basis of satisfactory evidence to be the person who executed the with instrument, behalf of the Limited Liability Company herein named and acknowledged to me that such Limited Liability Company executed the same.

WITNESS my hand and notarial seal.



[Signature]  
Jeff Uden  
Notary Public



EXHIBIT "A"

ALL THAT CERTAIN LAND SITUATED IN THE STATE OF Washington, COUNTY OF SKAGIT, CITY OF ANACORTES, DESCRIBED AS FOLLOWS:

THE EAST HALF OF LOT 14, AND ALL OF LOTS 15 AND 16, BLOCK 7, MUNK'S FIRST QUEEN ANNE ADDITION TO ANACORTES, ACCORDING TO THE PLAT THEREOF, RECORDED IN VOLUME 3 OF PLATS, PAGE 1, RECORDS OF SKAGIT COUNTY, WASHINGTON.  
SITUATED IN SKAGIT COUNTY, WASHINGTON.

FOR INFORMATION ONLY:

E 1/2 OF LOTS 14, 15 AND 16, BLK 7, MUNK'S FIRST QUEEN ANNE ADD. TO ANACORTES, VOL. 3, PG. 1.

APN #: P58035

Commonly known as: 1612 14TH ST, ANACORTES, WA 98221

SMIT  
47042846

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FIRST AMERICAN ELS  
SUBORDINATION AGREEMENT



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