



Skagit County Auditor
8/28/2013 Page

1 of

\$80.00
9 12:17PM

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

Please print or type information **WASHINGTON STATE RECORDER'S Cover Sheet** (RCW 65.04)

Document Title(s) (or transactions contained therein): (all areas applicable to your document must be filled in)

1. Subordination
3. _____ 4. _____

Reference Number(s) of Documents assigned or released:

Additional reference #'s on page _____ of document 200903240026 +
201308280075

Grantor(s) (Last name, first name, initials)

1. 1st Security Bank of Washington
2. Steve and Monique Brigham

Additional names on page _____ of document.

Grantee(s) (Last name first, then first name and initials)

1. Suntrust mortgage INC
2. _____

Additional names on page _____ of document.

Legal description (abbreviated: i.e. lot, block, plat or section, township, range)

Part of SWQ, NEQ, Sec 26, T10N 36E, N,
range 4 E WM

Additional legal is on page _____ of document.

Assessor's Property Tax Parcel/Account Number
assigned

P49999

Assessor Tax # not yet

The Auditor/Recorder will rely on the information provided on the form. The staff will not read the document to verify the accuracy or completeness of the indexing information provided herein.

I am requesting an emergency nonstandard recording for an additional fee as provided in RCW 36.18.010. I understand that the recording processing requirements may cover up or otherwise obscure some part of the text of the original document.

Signature of Requesting Party

754 3474

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 Owner and Fixture Lender agree as follows:

1. **Mortgage Loan.** Suntrust Mortgage Inc. ("**Mortgage Lender**"), is the owner and holder of a mortgage, deed of trust or trust deed dated _____, executed by Steve & Monique Brigham (individually and collectively, if more than one, "**Owner**") which is recorded in the real property records of Skagit County, Sedro Woolley (the "**Mortgage**"), securing repayment of a loan from Mortgage Lender (the "**Mortgage Loan**") in the maximum principal amount of \$ 123,000.00. Mortgage and the promissory note and other documents relating to the Mortgage Loan are sometimes hereinafter referred to collectively as the "Mortgage Loan Documents."

2. **Fixture Loan.** 1st Security Bank of Washington ("**Fixture Lender**") has made a loan to Owner which is secured by the collateral ("**Fixture Collateral**") described in a UCC Fixture Filing which is recorded or filed in the real property records of Skagit County, Sedro Woolley under Recording Number 200903240026 (the "**Fixture Filing**").

3. **Property.** Owner is the sole owner of the Fixtures and the real property described in the Mortgage and the Fixture Filing, which real property is identified by abbreviated legal description and parcel ID on the front page of this Agreement (the "**Property**").

4. **Subordination of Fixture Filing.** Fixture Lender agrees, for the benefit of Mortgage Lender, that: (i) its security interest in the Fixtures that are the subject of the Fixture Filing is subject and subordinate to the lien of the Mortgage and all other rights under the Mortgage Loan Documents and all advances or charges made or accruing thereunder, including any and all extensions, modifications (other than those prohibited by Section 5 below) and renewals thereof, additional advances thereunder to preserve and protect the collateral or to cure defaults under the Mortgage Loan Documents (whether or not Mortgage Lender is obligated or committed to make such advances) and capitalization of interest, costs and fees in connection with any of the foregoing; and (ii) Fixture Lender claims no interest in the Property other than the security interest in Fixtures which is created by the Fixture Filing.

5. **Prohibited Modifications of Mortgage Loan.** Without the consent of Fixture Lender, which may be granted or withheld in the sole discretion of Fixture

1st Security Bank Fixture Loan Subordination Agreement
50897046.2



Lender, Mortgage Lender and Owner will not modify the Mortgage Loan Documents so as to: (i) shorten the maturity date of the Mortgage Loan; (ii) cross-default the Mortgage Loan with any other indebtedness of Owner; (iii) increase the interest rate on the Mortgage Loan (other than increases which are contemplated by the Mortgage Loan Documents as they exist today); or (iv) increase the principal amount of the Mortgage Loan.

6. **Acknowledgments of Fixture Lender.** Fixture Lender acknowledges that, prior to the execution thereof, it has had the opportunity to examine the terms of the Mortgage and the Mortgage Loan Documents and consents to the same. Fixture Lender further acknowledges that Mortgage Lender has no obligation to Fixture Lender to advance any funds under the Mortgage or to see to the application of Mortgage Lender's loan funds, and any application or use of such funds for purposes other than those provided for in the Mortgage or any of the other Mortgage Loan Documents shall not defeat the subordination herein made in whole or in part. It is understood by the parties hereto that Mortgage Lender would not make the Mortgage Loan without this Agreement.

7. **Actions by Mortgage Lender; Fixture Lender's Waivers.** Mortgage Lender, without the consent of or notice to Fixture Lender, may release any or all parties liable for any obligation secured by the Mortgage Loan Documents, and release any or all security for the obligations secured by the Mortgage, all without affecting the subordination of the Fixture Filing. Fixture Lender waives any right to require marshaling of assets or to require Mortgage Lender to proceed against or exhaust any specific security for the obligations secured by the Mortgage, and waives any defense arising out of the loss or impairment of any right of subrogation to the lien of the Mortgage. With the exception of modifications prohibited by Section 5 above, Mortgage Lender and Owner may freely enter into extensions, modifications and renewals of the Mortgage Loan Documents without notice to or consent of the Fixture Lender and no such modification, extension or renewal shall defeat the subordination made in this Agreement in whole or in part.

9. **Entire Agreement.** This Agreement shall be the whole and only agreement between the parties hereto with regard to the subordination granted herein and shall supersede and cancel any prior agreements as to such subordination.

10. **Successors and Assigns.** The heirs, administrators, assigns and successors in interest of the parties hereto shall be bound by this agreement.

Notices. All notices, demands or other communications to be given or sent pursuant to this agreement shall be delivered personally or by reputable overnight courier service, and shall be deemed given when actually received or rejected by the intended recipient.



If to Fixture Lender: 1st Security Bank of Washington
6920 220th Street SW
Mountlake Terrace, WA 98043
Attention: Loan Servicing

If to Mortgage Lender: Suntrust Mortgage Inc.
1001 Semmes Ave RVW-5093
Richmond, VA 23224

If to Owner: Steve & Monique Brigham
22755 Prarie Rd
Sedro Woolley, WA 98284

Any party may change the address to which notices are to be sent to it by written notice to the other parties in the manner aforesaid.

12. **Governing Law; Attorneys Fees.** This Agreement shall be governed by and construed in accordance with the laws of the State where the Property is located. The prevailing party shall be entitled to its reasonable attorneys fees and all other costs and expenses in any action to enforce or interpret this Agreement.

DATED as of the 22 day of July, 2013.

**FIXTURE
LENDER:**

**1ST SECURITY BANK OF
WASHINGTON**

By: *Samantha Aaro*

Name: Samantha Aaro

Title: Loan Processor

OWNER:

X *Steve Brigham*

X *Monique Brigham*

Steve Brigham
Monique Brigham



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DATED as of the 22 day of July, 2013.

**FIXTURE
LENDER:**

**1ST SECURITY BANK OF
WASHINGTON**

By: 

Name: Samantha Aaro

Title: Loan Processor

OWNER:

X _____

X _____



STATE OF Washington

SS.

COUNTY OF Snohomish

I certify that I know or have satisfactory evidence that Samantha Aaro is the person who appeared before me, and said person acknowledged that said person signed this instrument, on oath stated that said person was authorized to execute the instrument and acknowledged it as the Loan Processor of 1ST SECURITY BANK OF WASHINGTON to be the free and voluntary act of such entity for the uses and purposes mentioned in the instrument.

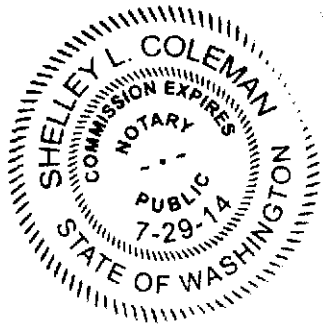
DATED this 22 day of July, 2013.


(Signature of Notary)

Shelley L. Coleman
(Legibly Print or Stamp Name of Notary)

Notary public in and for the State of Washington,
residing at Snohomish County

My appointment expires July 29th, 2014



201308280076

STATE OF Washington |
COUNTY OF Whatcom | SS.

I certify that I know or have satisfactory evidence that Steve Brigham is the person who appeared before me, and said person acknowledged that said individual signed this instrument and acknowledged to be his or her free and voluntary act and deed for the uses and purposes mentioned in the instrument.

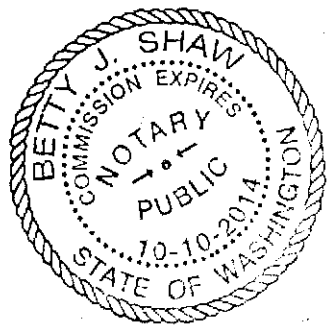
DATED this 7th day of August, 2013.

Betty J. Shaw
(Signature of Notary)

Betty J. Shaw
(Legibly Print of Stamp Name of Notary)

Notary public in and for the State of Washington,
residing at Bellingham

My appointment expires 10/10/2014



STATE OF Washington SS.
COUNTY OF Whatcom

I certify that I know or have satisfactory evidence that Monique Brigham is the person who appeared before me, and said person acknowledged that said individual signed this instrument and acknowledged to be his or her free and voluntary act and deed for the uses and purposes mentioned in the instrument.

DATED this 7th day of August, 2013

Betty J. Shaw
(Signature of Notary)

Betty J. Shaw
(Legibly Print of Stamp Name of Notary)

Notary public in and for the State of Washington,
residing at Bellingham

My appointment expires 10/10/2014

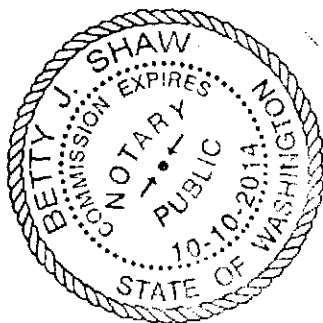


Exhibit "A"

Real property in the City of SEDRO WOOLLEY, County of SKAGIT, State of Washington, described as follows:

THE PORTION OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER AND THAT PORTION OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER, ALL IN SECTION 26, TOWNSHIP 36 NORTH, RANGE 4 EAST OF THE WILLAMETTE MERIDIAN, BEING DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID NORTHEAST QUARTER;
THENCE SOUTH 89°50'00" WEST ALONG THE SOUTH LINE OF SAID NORTHEAST QUARTER 1292.65 FEET TO THE SOUTHEAST CORNER OF SAID SOUTHWEST QUARTER OF THE NORTHEAST QUARTER;
THENCE CONTINUE SOUTH 89°50'00" WEST ALONG SAID SOUTH LINE 19.65 FEET;
THENCE NORTH 01°13'14" WEST 231.54 FEET TO AN INTERSECTION WITH THE NORTHEAST MARGIN OF THE PRAIRIE COUNTY ROAD SAID INTERSECTION BEING THE TRUE POINT OF BEGINNING;
THENCE CONTINUE NORTH 01°13'14" WEST 365.33 FEET TO AN INTERSECTION WITH THE ARC OF A CURVE THE CENTER OF WHICH IS SOUTH 41°17'27" WEST 480 FEET FROM SAID INTERSECTION;
THENCE SOUTHEAST ALONG THE ARC OF SAID CURVE TO THE RIGHT HAVING A RADIUS OF 480 FEET THROUGH A CENTRAL ANGLE OF 15°22'33", AN ARC DISTANCE OF 128.81 FEET TO A POINT OF TANGENCY;
THENCE SOUTH 33°20'00" EAST 144.18 FEET;
THENCE SOUTH 27°01'50" EAST 233.39 FEET;
THENCE SOUTH 12°37'55" EAST 131.82 FEET TO AN INTERSECTION WITH SAID NORTHEAST MARGIN OF PRAIRIE ROAD;
THENCE WEST ALONG SAID NORTHEAST MARGIN 350.08 FEET TO THE TRUE POINT OF BEGINNING;

(ALSO KNOWN AS TRACT D OF THAT CERTAIN SURVEY RECORDED JANUARY 13, 1975, UNDER AUDITOR'S FILE NO. 812296, RECORDS OF SKAGIT COUNTY, WASHINGTON, IN VOLUME 1 OF SURVEYS, PAGE 122).



SITUATE IN SKAGIT COUNTY, WASHINGTON.

FOR INFORMATION ONLY:

PRT OF SWQ, NEQ, S 26, T36N, R4E, WM.

APN #: P49999

Commonly known as: 22755 PRAIRIE RD, SEDRO WOOLLEY, WA 98284

 BRIGHAM
47388007 WA
FIRST AMERICAN ELS
SUBORDINATION AGREEMENT



201308280076

Skagit County Auditor

\$90.00

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