

After recording return to:

RBS Citizens, N.A.

Attn: Loan Servicing Dept.

443 Jefferson Boulevard RJW 212

Warwick, RI 02886

\$75.00 1 of 4 1:37PM

GUARDIAN NORTHWEST TITLE CO. Grantor(s): Andrea J. Nelson RBS CITIZENS, NA FRA CHARTER ONE BANK 1. □ Additional names on page 07# 200707140037 Grantee(s): 1. RBS Citizens, N.A. STERLING SAVINGS BANK NT#201402060035 ☐ Additional names on page` of document Abbreviated Legal Description (lot, block and plat name, or section-township-range): Lot **Block** Plat Plat OF Cascade Addition to Mount Verno Section ☐ Additional legal description is on page of document Assessor's Property Tax Parcel Account Number(s): [INSERT TAX PARCEL NUMBER] Reference Numbers of Documents assigned or Released (if applicable) **INSERT REFERENCE NUMBER** ☐ Additional reference numbers on page of document

SUBORDINATION AGREEMENT

## SUBORDINATION AGREEMENT

THIS AGREEMENT is made as of the 31st day of January, 2014, by RBS Citizens, N.A. f/k/a Citizen's Bank, N.A. s/b/m to Charter One Bank, N.A., a national banking association ("Original Lender"), and Andrea J. Nelson and with reference to the following facts:

- A. Original Lender is the beneficiary of that certain Deed of Trust dated June 20, 2007 in the principal amount of Thirty Eight Thousand Three Hundred Dollars \$38,300.00, and recorded July 19, 2007 in the real property records of Skagit County, Washington, under Recording No. 200707190037 in by and among Andrea J. Nelson, as grantor, and First American Title Insurance Company, as Trustee (the "Subordinate Deed of Trust"), covering real property more particularly described on EXHIBIT A attached hereto and commonly known as: 2503 N 30th Street, Mount Vernon, Washington 98273
- B.. Andrea J. Nelson will execute and deliver to Sterling Bank ("New Lender") a deed of trust encumbering the described property securing a total indebtedness not to exceed in principal amount the sum of Two Hundred Seven Thousand Eight Hundred Ninety Dollars (\$207,890.00) ("New Deed of Trust").
- C. Original Lender is willing to subordinate the lien of the Subordinate Deed of Trust to the lien of the New Deed of Trust.

NOW, THEREFORE, for good and valuable consideration, receipt whereof is hereby acknowledged, the parties do hereby agree as follows:

- 2. Original Lender hereby subordinates the lien of the Subordinate Deed of Trust to the lien of New Deed of Trust and to all advances or charges made or accruing thereunder, including any extension, renewal, or modification thereof; to the extent the New Deed of Trust does not secured more than the principal amount of Two Hundred Seven Thousand Eight Hundred Ninety Dollars (\$ 207,890.00) plus interest, advances made by New Lender to protect the lien, and attorneys fees and costs.
- 3. Original Lender acknowledges that prior to the execution hereof, it has had the opportunity to examine the terms of the New Deed of Trust and the note and agreements relating thereto; consents to and approves the same; and recognizes that New Lender has no obligation to Original Lender to advance any funds under the New Deed of Trust or to see to the application of

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any funds advanced by New Lender; and any application or use of such funds for purposes other than those provided for in such deed of trust, note, or agreements shall not defeat, in whole or in part, the subordination made herein.

- It is understood and agreed that New Lender would not make the loan secured by the New Deed of Trust without this Subordination Agreement.
- 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 Original Deed of Trust to the lien or charge of the New Deed of Trust in favor of New Lender 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 Original Deed of Trust which provide for the subordination of the lien or charge thereof to a deed of trust to be thereafter executed.
- This Agreement shall be governed by the laws of the State of Washington. It 6. may be modified or terminated only in writing signed by Original Lender and New Lender. This agreement shall be binding upon and inure to the benefit of the heirs, administrators, successors and assigns of the parties.

EXECUTED as of the day and year first above written.

SIGNED IN THE PRESENCE OF:

By:

Dena Del Solio

Christopher Knowles, Vice President

RBS CITIZENS, N.A.

STATE OF RHODE ISLAND)

) ss.

COUNTY OF KENT )

In Warwick, on this 31st day of January, 2014 before me personally appeared Christopher Knowles, the Vice President of RBS Citizens, N.A., a national banking association, to me known and known by me to be the party executing the foregoing instrument on behalf of said bank, and acknowledged said instrument and the execution thereof to be his/her free act and deed in said capacity and the free act and deed of said bank.

Notary Public: Margaret A. McDonough

My Commission Expires: November 27, 2016

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## **EXHIBIT "A"**

## LEGAL DESCRIPTION

Lot 8, "PLAT OF CASCADE ADDITION TO MOUNT VERNON," as per plat recorded on December 17, 2004, under Auditor's File No. 200412170126, records of Skagit County, Washington.



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