



Skagit County Auditor
2/11/2014 Page

1 of 4 9:39AM

\$75.00

Loan No: 252830404

WHEN RECORDED, RETURN TO:
Nationstar Mortgage LLC
P.O. Box 199000, Final Docs
Dallas, TX 75219-9000

Prepared By: Vishal Shaw

POOR ORIGINAL

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.

This Subordination Agreements is made and entered into as of the 13th day of December, 2012, by and between **MERS as nominee for Countrywide Home Loans, Inc.**, (hereinafter "Subordinating Lien holder") and **Kristin L. Caldwell, and Adam J. Caldwell, wife and husband**, (hereinafter referred to as "Borrower", whether one or more), in favor of **NATIONSTAR MORTGAGE LLC**, (hereinafter "Lender").

WITNESSETH

THAT WHEREAS, Borrower did execute a mortgage, deed of trust or other security instrument (the "Prior Security Instrument") in the amount of \$ 50,900.00., dated Jan 30, 2007, in favor of Subordinating Lien holder, covering the following described parcel of real property: "See Exhibit A"

which Prior Security Instrument was recorded as Instrument No 200702010053 in as in the official lien records of Skagit County, State of Washington; and

WHEREAS, Borrower has executed or is about to execute an additional mortgage, deed of trust or security instrument (the "Current Security Instrument") securing a note in the amount not to exceed \$ 193,000.00 in favor of Lender payable with interest and upon the terms and conditions described therein, which Current Security Instrument is ~~to be recorded concurrently herewith, and~~ *Dated 3-15-2013, Recorded 3-26-2013 as instrument # 201303260037*

WHEREAS, it is a condition precedent to obtaining said loan that the lien of such loan shall unconditionally be and remain at all times a lien or charge upon the land hereinabove described, prior and superior to the lien or charge of the loan first above mentioned; and

WHEREAS, Lender is willing to make said loan provided the Current Security Instrument securing the same constitute a lien or charge upon the above described property prior and superior to the lien or charge of the Prior Security Instrument and provided that Subordinating Lien holder will specifically and unconditionally subordinate the lien or charge of the Prior Security Instrument to the lien or charge of the Current Security Instrument in favor of Lender; and

WHEREAS, it is to the mutual benefit of the parties hereto that Lender make such loan to Borrower; and Subordinating Lien holder has agreed that the Current Security Instrument 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 Prior Security Instrument.

NOW, THEREFORE, in consideration of the premises, and the mutual benefits accruing to the parties hereto, and for other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and in order to induce Lender to make the loan above referred to, it is hereby declared, understood and agreed as follows:

- (1) Subordinating Lien holder does hereby unconditionally subordinate the lien of the

Prior Security Instrument to the lien of the Current Security Instrument in favor of Lender, and all advances or charges made or accruing there under, including any extensions or renewals thereof.

(2) Subordinating Lien holder acknowledges that, prior to the execution hereof, Subordinating Lien holder has had the opportunity to examine the terms of Lender's Current Security Instrument, note and agreements relating thereto, consent to and approves same, and recognizes that Lender has no obligation to Subordinating Lien holder to advance any funds under its Current Security Instrument or see to the application of Lender's funds, and any application or use of such funds for purposes other than those provided for in such Current Security Instrument, note or agreements shall not defeat the subordination herein made in whole or in part.

(3) Lender would not make its loan above described without this agreement.

(4) 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 Prior Security Instrument to the lien or charge of the Current Security Instrument in favor of Lender above referred to, and shall supersede and preempt any prior agreements as to such subordination including, but not limited to, those provisions, if any, contained in the Prior Security Instrument, which provide for the subordination of the lien or charge thereof to any other security interest, mortgage or mortgages thereafter created.

(5) Subordinating Lien holder is the current holder or beneficiary of the Prior Security Instrument and has full power and authority to enter into this agreement.

(6) The undersigned signing on behalf of Subordinating Lien holder has full power and authority to execute this agreement.

(7) The heirs, administrators, assigns and successors in interest of the Subordinating Lien holder shall be bound by this agreement.

Except for such subordination, the Deed of Trust now held by the subordinating lien holder and all terms and conditions thereof shall be and remain in full force and affect.

NOTICE: THIS SUBORDINATION AGREEMENT 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 WITH THEIR ATTORNEYS WITH RESPECT THERETO.

SUBORDINATE LIEN HOLDER

MERS as nominee for Countywide Home Loans, Inc.

Borrower

By : Mark Kelbaugh
Mark Kelbaugh - Assistant Sect.

Borrower

SUBORDINATION AGREEM



Skagit County Auditor
2/11/2014 Page

2 of

4

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(ALL SIGNATURES MUST BE ACKNOWLEDGED)

STATE OF New Jersey)
)SS.
COUNTY OF Mercer)

On the 13th day of December, 2012, personally appeared before me Mark Kelbaugh, Assistant Secretary, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

Witness my hand and official seal

Nancy Kamnik-Holleran
Notary Public

NANCY KAMNIK-HOLLERAN
NOTARY PUBLIC OF NEW JERSEY
My Commission Expires March 23, 2016

My appointment expires: _____

STATE OF)
)SS.
COUNTY OF)

On the ___ day of _____, personally appeared before me _____, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

Witness my hand and official seal

Notary Public

My appointment expires: _____

MERS/MIN#100015700076764535
Caldwell #0027835917



Skagit County Auditor \$75.00
2/11/2014 Page 3 of 4 9:39AM

Loan # : 252830405

Exhibit A

LEGAL DESCRIPTION

The following described property:

Tract B of Skagit County Short Plat No. 3-86 as approved February 14, 1986, and recorded February 18, 1986, in Volume 7 of Short Plats, Page 72, under Auditor's File No. 8602180003, Records of Skagit County, Washington; being a portion of Lot 4 of Short Plat 74-80 as recorded in Volume 4 of Short Plats, Page 121, Records of Skagit County, Washington.

Assessor's Parcel No: 340302-4-002-1508



201402110017