



201409250022

Skagit County Auditor

\$75.00

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9:49AM

Recording Requested by: Servicelink  
When recorded return to:  
Servicelink  
4000 Industrial Blvd  
Aliquippa, PA 15001

**Document Title(s)**  
Subordination Agreement  
ELS#18571142

**Reference Number(s) of related document:**

200906230087 + 201409250020

**Grantor(s) (Last, first and Middle Initial)**  
Downing, Michael J and Downing, Linda M

**Grantee(s) (Last, First and Middle Initial)**  
Freedom Mortgage Corporation

**Legal Description** (abbreviated form: i.e. lot, block, plat or section, township, range quarter)  
Lot 3 Skagit County Short Plat No. 92-053, Sec 12, TWP 35N, Range 4E

**Assessor's Property Tax Parcel/Account Number**  
350412 101313 00

The Auditor/Recorder will rely on the information provided on this 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

## AFTER RECORDING MAIL TO:

Name: Heritage Bank  
Address: PO BOX 1589  
City: Oak Harbor State: WA 98277

### Subordination Agreement

Escrow No.  
Title Order No. 18571142  
Reference No's of Related Documents: Investor's Loan # 179025929

**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**

**Record Concurrently**

The undersigned Subordinator and Owner agrees as follows

- Heritage Bank, referred to herein as "Subordinator," is the owner and holder of a mortgage/deed of trust dated June 22, 2009 which is recorded under Recording No. 200906230087 Recorded on June 23, 2009 Records of Skagit County.
- Freedom Mortgage Corporation, referred to herein as "Lender" is the owner and holder of a mortgage/deed of trust not to exceed the amount of \$133,945.00, dated 9/9, 2014, executed by Michael J Downing and Linda M Downing, (which is recorded in Volume \_\_\_\_\_ of Mortgages, Page \_\_\_ under Auditor's File No. \_\_\_\_\_ Records of \_\_\_\_\_ County) (which is to be recorded concurrently herewith).
- Michael J Downing and Linda M Downing referred to herein as "Owner," is the owner of all the real property described in the mortgage/deed of trust to be identified above in Paragraph 2.
- 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/deed of trust and all agreements in connection therewith, the Subordinator does hereby unconditionally subordinate the lien of his mortgage/deed of trust, identified in Paragraph 1 above to the lien of Lender's mortgage/deed of trust, identified in Paragraph 2 above, and all advances or charges made or accruing thereunder, including any extension or renewal thereof.
- Subordinator acknowledges that, prior to the execution hereof, he has had the opportunity to examine the terms of Lender's mortgage/deed of trust, 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/deed of trust or see to the application of Lender's mortgage funds, and any application or use of such funds to purpose other than those provided for in such mortgage/deed of trust, note or agreements shall not defeat the subordination herein made in whole or part.
- It is understood by the parties hereto that Lender would not make the loan secured by the mortgage/deed of trust in Paragraph 2 without this 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 mortgage/deed of trust first above mentioned to the lien or charge of the mortgage/deed of trust in favor of Lender above referred to and shall supercede and cancel any prior agreements as to such or any, subordination including, but not limited to, those provisions, if any, contained in the mortgage/deed of trust first above mentioned, which provide for the subordination of the lien or charge thereof to a mortgage/deed(s) of trust to be thereafter executed.



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8. The heirs, administrators, assigns and successors in interest of the Subordinator shall be bound by this agreement. In all instances, gender and number of pronouns are considered to conform to the undersigned.

Executed this day of 21<sup>st</sup> August, 2014.

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.

Robert L. Comley  
Robert L. Comley / Consumer Loan Manager  
VP Dealer Banking Division of Heritage Bank

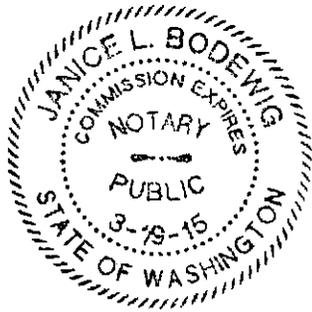
STATE OF WASHINGTON  
COUNTY OF Skagit

I certify that I know or have satisfactory evidence that Robert L. Comley are the person(s) who appeared before me, and said person(s) acknowledged that ~~he~~she/they signed this instrument, on oath stated that ~~he~~she/they was/were authorized to executed the instrument and acknowledge it as Vice President of Heritage Bank, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Given under my hand and official seal this 21<sup>st</sup> day of August, 2014.

By J. L. Bodewig Janice L. Bodewig

Notary Public in and for the State of Washington  
Residing at Arlington, WA  
My appointment expires 3-19-15



Loan # : 0089117147

## Exhibit A

### LEGAL DESCRIPTION

The following described property:

Lot 3 of Skagit County Short Plat No. 92-053, approved January 29, 1996, recorded February 7, 1996 in Volume 12 of Short Plats, Page 73, under Auditor's File No. 9602070094, Records of Skagit County, Washington; being a portion of the West 1/2 of the Northeast 1/4 of Section 12, Township 35 North, Range 4 East, W.M.;

Together with a non-exclusive easement for ingress, egress and utilities over and across Hayes Lane as delineated on the face of the Short Plat.

Abbreviated legal: Section 12, Township 35, Range 4; Ptn. West 1/2 of the Northeast 1/4 aka Lot 3, Short Plat 92-053.

Assessor's Parcel No: 350412 101313 00



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