



201507290027

Skagit County Auditor
7/29/2015 Page

1 of

\$77.00
6 10:06AM

Return Address:

Indecomm Global Services
as Recording Agent Only
1260 Energy Lane
St. Paul, MN 55108

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) **SUBORDINATION AGREEMENT** Rec 2nd

Reference Number(s) of related Documents:
201304220047 201507290026
Additional reference #'s on page _____ of document

Grantor(s) (Last name, first name, initials)
SKAGIT STATE BANK
HAYES, SHARON I
Additional names on page 2 of document.

Grantee(s) (Last name first, then first name and initials)
JPMORGAN CHASE BANK, N.A.
Additional names on page _____ of document.

Trustee

Legal description (abbreviated: i.e. lot, block, plat or section, township, range)
TRACTS 4 ^{and} 5, JOHNSON'S 2ND ADD
Additional legal is on page 6 of document

Assessor's Property Tax Parcel/Account Number Assessor Tax # not yet assigned
P53316, 3733-000-005-0003

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. USR / 79998901

Recorded at the request of:
Title Source, Inc.
662 Woodward Avenue
Detroit, MI 48226

Prepared by:
Candace M. Wilkerson
Attorney at Law
P.O. Box 45545
Seattle WA 98145

Reference: n/a
Grantor: **SKAGIT STATE BANK**
Grantee: **JPMORGAN CHASE BANK, NA**
Legal Description: Lot(s): 4 and Ptn. 5 Johnson's 2nd add. To Mount Vernon.
Assessor's Parcel No.: 3733-000-005-0003
Order No: 60344299

79998901 Rec 2nd
#60344299-3055849 **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.

Effective Date: July 2, 2015

Owner: **GERALD W. HAYES AND SHARRON I. HAYES**

Current Lien Amount: \$30,000.00

Senior Lender: **JPMORGAN CHASE BANK, NA**

Senior Lender's Address: 1111 Polaris Parkway, Columbus, OH 43240

Subordinating Lender: **SKAGIT STATE BANK**

Subordinating Lender's Address: 1575 S. Burlington Blvd, Burlington, WA 98233

Property Address: 2310 Allison Ave., Mount Vernon, WA 98273

THIS AGREEMENT (the "Agreement"), effective as of the Effective Date above, is made by and among the Subordinating Lender, Owner and the Senior Lender named above.

GERALD W. HAYES AND SHARRON I. HAYES, husband and wife (individually and collectively the "Owner") owns the real property located at the above Property Address (the "Property").

The Subordinating Lender has an interest in the Property by virtue of a Deed of Trust (the "Existing Security Instrument") given by the Owner, covering that real property, more particularly described as follows:

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE COUNTY OF SKAGIT, STATE OF WASHINGTON, AND IS DESCRIBED AS FOLLOWS:

TRACTS FOUR (4) AND FIVE (5) OF JOHNSON'S SECOND ADDITION, MOUNT VERNON, WASHINGTON, AS PER PLAT RECORDED IN VOLUME 7 OF PLATS, PAGE 79, RECORDS OF SKAGIT COUNTY, EXCEPT THE EAST 85.07 FEET OF TRACT FIVE (5).

which document is dated April 16, 2013, and which was recorded on April 22, 2013 under Skagit County, State of Washington, Auditor's number 201304220047. The Existing Security Instrument secures repayment of a debt evidenced by a note or a line of credit agreement extended to GERALD W. HAYES and SHARRON I. HAYES, husband and wife (individually and collectively "Borrower") by the Subordinating Lender, in the original amount of \$30,000.00.

The Senior Lender has agreed to make a new loan to Borrower in a LOAN AMOUNT NOT TO EXCEED \$147,800.00 (the "New Loan"), provided that the New Loan is secured by a first lien Deed of Trust on the Property (the "New Security Agreement") in favor of the Senior Lender. If the New Loan exceeds this amount, the Subordination Agreement is VOID.

The Subordinating Lender is willing to subordinate the lien of the Existing Security Instrument to the lien of the New Security Instrument under the terms set forth in this Agreement.

NOW, THEREFORE, for an in consideration of the above recitals, the covenants herein contained, and for good and valuable consideration, the receipt of which is hereby acknowledged, the parties agree as follows:

A. Agreement to Subordinate

Subordinating Lender hereby subordinates the lien of the Existing Security Instrument, and all of its modifications, extensions and renewals, to the lien of the New Security Instrument. This Agreement is effective as to any sum whose repayment is presently secured or which may in the future be secured by the Existing Security Instrument.

B. General Terms and Conditions

Binding Effect. This Agreement shall be binding upon and inure to the benefit of the respective heirs, legal representatives, successors and assigns of the parties hereto and all of those holding title under any of them.

Nonwaiver. This Agreement may not be changed or terminated orally. No indulgence, waiver, election or non-election by New Lender under the New Security Instrument or related documents shall affect this Agreement.

Severability. The invalidity or unenforceability of any portion of this Agreement shall not affect the remaining provisions and portions of this Agreement.

C. Signatures and Acknowledgements

The Subordinating Lender, through its authorized officer, has set their hand and seal as of the Effective Date above unless otherwise indicated.

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.

SUBORDINATING LENDER:

SKAGIT STATE BANK

By: Lori Miller

Printed Name: Lori Miller

Its: AVP

State of Washington)

County of Skagit) ss:

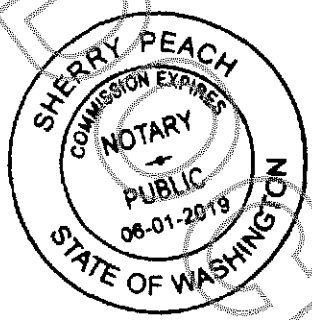
I certify that I know or have satisfactory evidence that Lori Miller is the person who appeared before me, and said person acknowledged that (he/she) signed this instrument, on oath stated that (he/she) was authorized to execute the instrument and acknowledged it as the AVP of SKAGIT STATE BANK to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: 7/2/15

Sherry Reach
Notary Public

My Appointment Expires: 6-1-19

Residing at: Burlington
Sherry Reach



UNRECORDED INSTRUMENT

EXHIBIT A - LEGAL DESCRIPTION

Tax Id Number(s): P53316

Land Situated in the City of MOUNT VERNON in the County of Skagit in the State of WA

TRACTS FOUR (4) AND FIVE (5) OF JOHNSON'S SECOND ADDITION, MOUNT VERNON, WASHINGTON, AS PER PLAT RECORDED IN VOLUME 7 OF PLATS, PAGE 79, RECORDS OF SKAGIT COUNTY, EXCEPT THE EAST 85.07 FEET OF TRACT FIVE (5).

Commonly known as: 2310 Allison Ave, Mount Vernon, WA 98273-3611



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