

POOR ORIGINAL



Skagit County Auditor

12/2/2015 Page

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2 3:10PM

\$74.00

When recorded return to:

Jeffrey C. Foushee

9247 NE 13th Street

Clyde Hill, WA 98004

Subordination Agreement

A110461

GUARDIAN NORTHWEST TITLE CO.

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 subordinator and owner agrees as follows:

1. Jeffrey C. Foushee
referred to herein as "subordinator", is the owner and holder of a mortgage dated July 22, 2013
which is recorded in volume _____ of Mortgages, page _____
under auditor's file 201308150092, records of Skagit County.
2. SaviBank
referred to herein as "lender", is the owner and holder of a mortgage dated 11-30-2015
executed _____
(which is recorded in volume _____ of Mortgages, _____
auditor's file 201512020048 records Skagit County) (which
is to be recorded concurrently herewith).
3. L. Nelson Builders, Inc., a Washington Corporation
referred to herein as "owner", is the owner of all the real property described in the mortgage identified
above in Paragraph 2.
4. 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 and all agreements in
connection therewith, the "subordinator" does hereby unconditionally subordinate the lien of his mortgage
identified in Paragraph 1 above to the lien of "lender's" mortgage, identified in Paragraph 2 above, and all
advances or charges made or accruing thereunder, including any extension or renewal thereof.
5. "Subordinator" acknowledges that, prior to the execution hereof, he has had the opportunity to examine
the terms of "lender's" mortgage, 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
or see to the application of "lender's" mortgage funds, and any application or use of such funds for
purposes other than those provided for in such mortgage, note or agreements shall not defeat the
subordination herein made in whole or in part.
6. It is understood by the parties hereto that "lender" would not make the loan secured by the mortgage in
Paragraph 2 without this agreement.

7. 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 first above mentioned to the lien or charge of the mortgage in favor of "lender" above referred to 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 mortgage first above mentioned, which provide for the subordination of the lien or charge thereof to a mortgage or mortgages to be thereafter executed.

8. The heirs, administrators, assigns and successors in interest of the "subordinator" shall be bound by this agreement. Where the word "mortgage" appears herein it shall be considered as "deed of trust", and gender and number of pronouns considered to conform to undersigned.

NOTICE: THIS SUBORDINATION 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 THEIR ATTORNEYS WITH RESPECT THERETO.

Dated: 11/30/15

Jeffrey C. Foushee

State of Washington
County of King } SS:

On this day personally appeared and sworn before me Jeffrey C. Foushee
I certify that I know or have satisfactory evidence that Jeffrey C. Foushee, the person(s) who appeared before me, and said person(s) acknowledged that he signed this instrument and acknowledge it to be his free and voluntary act for the uses and purposes mentioned in this instrument.

Date: Dec 1, 2015

Lanie R. Alipao
Notary Public in and for the State of Washington
Residing at Seattle
My appointment expires: 6/10/16

