



201704050016

Skagit County Auditor

\$78.00

4/5/2017 Page

1 of

6 9:54AM

When Recorded Return to:
Indecomm Global Services
As Recording Agent Only
1260 Energy Lane
St. Paul, MN 55108

63000352-3175638
WHEN RECORDED, RETURN TO:
Nationstar Mortgage LLC
Subordinations
8950 Cypress Waters Blvd
Coppell, TX 75019

0613151224 OSBORN
MIN: 100015700078111461

Assessor's Parcel Number: 4856-000-152-000
Abbreviated Legal Description: LOT 152 ROSEWOOD PUD PHASE 2 DIVISION III 4856-000152-000

Record 2nd

80602579

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.

MAR 13 2017

This Subordination Agreement is made and entered into as of _____ by and between Mortgage Electronic Registration Systems, Inc. as nominee for COUNTRYWIDE HOME LOANS, INC. A CORPORATION, its successors and assigns (hereinafter "Subordinating Lienholder"), Nationstar Mortgage LLC (hereafter "Subordinating Servicer"), **MARK E OSBORN, AND AMANDA J OSBORN, HUSBAND AND WIFE AS JOINT TENANTS** (hereinafter referred to as "Borrower", whether one or more), in favor of Mortgage Electronic Registration Systems, Inc. as nominee for Quicken Loans Inc., ISAOA (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 **\$49,160.00** dated **February 13, 2007** in favor of Subordinating Lienholder, covering the following described parcel of real property:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF. SUBJECT TO COVENANTS OF RECORD.

which Prior Security Instrument was recorded as **Instrument number 200702160164** in the official lien records of **Skagit County, State of Washington**; and

201704050015
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 not to exceed the sum of **\$203,950.00**, dated **MARCH 24TH, 2017**, 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

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 Lienholder 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 Lienholder 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 Lienholder 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 thereunder, including any extensions or renewals thereof.
- (2) Subordinating Lienholder acknowledges that prior to the execution hereof, Subordinating Lienholder 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 Lienholder 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 Lienholder 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 Lienholder has full power and authority to execute this agreement.
- (7) The heirs, administrators, assigns, and successors in interest of the Subordinating Lienholder shall be bound by this agreement.

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
MORTGAGE ELECTRONIC REGISTRATION
SYSTEMS, INC. AS NOMINEE FOR COUNTRYWIDE HOME LOANS, INC. A CORPORATION, ITS
SUCCESSORS AND ASSIGNS

By: Donna Koestner

Donna Koestner

Assistant Secretary

MARK E OSBORN

AMANDA J OSBORN

SUBORDINATE SERVICER
NATIONSTAR MORTGAGE LLC

By: Todd Rittmueller

Todd Rittmueller

Assistant Secretary

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 Lienholder 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 thereunder, including any extensions or renewals thereof.
- (2) Subordinating Lienholder acknowledges that prior to the execution hereof, Subordinating Lienholder 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 Lienholder 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 Lienholder 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 Lienholder has full power and authority to execute this agreement.
- (7) The heirs, administrators, assigns, and successors in interest of the Subordinating Lienholder shall be bound by this agreement.

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
MORTGAGE ELECTRONIC REGISTRATION
SYSTEMS, INC. AS NOMINEE FOR COUNTRYWIDE HOME LOANS, INC. A CORPORATION, ITS
SUCCESSORS AND ASSIGNS

By: Donna Koestner

Donna Koestner

Assistant Secretary

MARK E OSBORN

AMANDA J OSBORN

SUBORDINATE SERVICER
NATIONSTAR MORTGAGE LLC

By: Todd Rittmueller

Todd Rittmueller

Assistant Secretary

(ALL SIGNATURES MUST BE ACKNOWLEDGED)

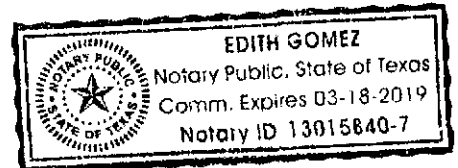
STATE OF Texas)
) SS.
COUNTY OF Dallas)

On MAR 13 2017, personally appeared before me Donna Koestner; Assistant Secretary for Mortgage Electronic Registration Systems, Inc. as nominee COUNTRYWIDE HOME LOANS, INC. A CORPORATION, its successors and assigns and _____, Assistant Secretary of Nationstar Mortgage LLC, 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

Edith Gomez
Edith Gomez Notary Public

My appointment expires:



State of Washington

County of _____

On _____, before me, _____,
(name of notary public)

personally appeared **MARK E OSBORN, AND AMANDA J OSBORN, HUSBAND AND WIFE AS JOINT TENANTS** who 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 who acknowledged to me that he/she/they executed the same in their authorized capacity(ies), and by his/her/their signature(s) on the instrument the person(s), or entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY of PERJURY under the laws of the state of Washington that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

(Signature of Notary)

(ALL SIGNATURES MUST BE ACKNOWLEDGED)

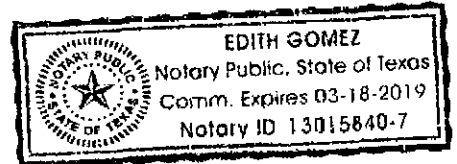
STATE OF Texas)
) SS.
COUNTY OF Dallas)

On MAR 13 2017, personally appeared before me Donna Koestner; Assistant Secretary for Mortgage Electronic Registration Systems, Inc. as nominee COUNTRYWIDE HOME LOANS, INC. A CORPORATION, its successors and assigns and _____, Assistant Secretary of Nationstar Mortgage LLC, 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

Edith Gomez
Edith Gomez Notary Public

My appointment expires:



State of Washington

County of Skagit

On Mar 24, 2017, before me, Carol Lee Brewer,
(name of notary public)

personally appeared MARK E OSBORN, AND AMANDA J OSBORN, HUSBAND AND WIFE AS JOINT TENANTS who 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 who acknowledged to me that he/she/they executed the same in their authorized capacity(ies), and by his/her/their signature(s) on the instrument the person(s), or entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY of PERJURY under the laws of the state of Washington that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Carol Lee Brewer
(Signature of Notary)

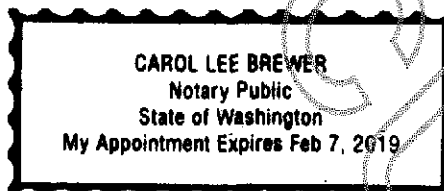


EXHIBIT A - LEGAL DESCRIPTION

Tax Id Number(s): 48560001520000, P122870

Land Situated in the City of Mount Vernon in the County of Skagit in the State of WA

LOT 152, ROSEWOOD PUD PHASE 2, DIVISION III, AS PER PLAT RECORDED ON MAY 16, 2005, UNDER AUDITORS

FILE NO. 200505160223, RECORDS OF SKAGIT COUNTY, WASHINGTON.

Parcel ID: 4856-000-152-000

Commonly known as: 3004 Briarwood Cir, Mount Vernon, WA 98273-8636

THE PROPERTY ADDRESS AND TAX PARCEL IDENTIFICATION NUMBER LISTED ARE PROVIDED SOLELY FOR INFORMATIONAL PURPOSES



U06267171

1632 3/31/2017 80682579/2