



201707310114

**Return Address:**

Skagit County Auditor

\$127.00

7/31/2017 Page

1 of

4 2:08PM

NATIONSTAR MORTGAGE LLC  
PO BOX 199000, FIDEL DOCS  
DALLAS TX 75219 9000

Please print or type information **WASHINGTON STATE RECORDER'S Cover Sheet** (RCW 63.04)

**Document Title(s)** (or transactions contained therein): (all areas applicable to your document must be filled in)

1. SUBORDINATION AGREEMENTS

3. \_\_\_\_\_ 4. \_\_\_\_\_

**Reference Number(s) of Documents assigned or released:**

Additional reference #'s on page \_\_\_\_\_ of document 200806230194

**Grantor(s)** Exactly as name(s) appear on document

1. TWIN RIVER BANK

2. JOHN KIP O'KELLEY

Additional names on page \_\_\_\_\_ of document

**Grantee(s)** Exactly as name(s) appear on document

1. \_\_\_\_\_

2. NATIONSTAR MORTGAGE LLC

Additional names on page \_\_\_\_\_ of document

**Legal description** (abbreviated: i.e. lot, block, plat or section, township, range)

Additional legal is on page \_\_\_\_\_ of document

**Assessor's Property Tax Parcel/Account Number**  
assigned

☐ Assessor Tax # not yet

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 signing below and paying an additional \$50 recording fee (as provided in RCW 36.13.010 and referred to as an emergency nonstandard document), because this document does not meet margin and formatting requirements. Furthermore, I hereby understand that the recording process may cover up or otherwise obscure some part of the text of the original document as a result of this request."

Signature of Requesting Party

Note to submitter: Do not sign above nor pay additional \$50 fee if the document meets margin/formatting requirements

RECORDING REQUESTED BY  
Nationstar Mortgage LLC,

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

8884768N

### 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 AGREEMENT, made this 6th day of July, 2017, by John Kip O'Kelley owner of the land hereinafter described and hereinafter referred to as "Owner", and Twin River Bank, present owner and holder of the deed of trust and note first hereinafter described and hereinafter referred to as "Beneficiary";

WITNESSETH

THAT WHEREAS, Owner did on June 18, 2008, execute a deed of trust to Guardian Northwest Title and Escrow, as trustee, covering:

See Attached Exhibit A

to secure a note in the sum of \$303,000.00, dated June 18, 2008, in favor of beneficiary, which deed of trust was recorded June 23, 2008, as Instrument NO. 200806230194, Official Records of Skagit County and is subject and subordinate to the deed of trust next hereinafter described; and

WHEREAS, Owner has executed, or is about to execute, a note in the amount not to exceed \$356,800.00, dated July 21, 2017 in favor of Nationstar Mortgage LLC, hereinafter referred to as "Lender", payable with interest and upon the terms and conditions described therein, which note evidences an additional loan to be made by Lender to Owner under the terms and provisions of, and secured by, said deed of trust in favor of Lender; and

WHEREAS, it is a condition precedent to obtaining said additional loan that said deed of trust in favor of Lender, securing all obligations recited therein as being secured thereby, including but not limited to said additional loan, shall unconditionally be and remain at all times a lien or charge upon the land hereinbefore described, prior and superior to the lien or charge of the deed of trust first above mentioned; and

WHEREAS, Lender is willing to make said additional loan provided the deed of trust securing the same is a lien or charge upon said land prior and superior to the lien or charge of the deed of trust first above mentioned and provided that Beneficiary will specifically and unconditionally subordinate the lien or charge of the deed of trust first above mentioned to the lien or charge of said deed of trust in favor of Lender; and

UNREGISTERED

WHEREAS, it is to the mutual benefit of the parties hereto that Lender make said additional loan to Owner; and Beneficiary is willing that the deed of trust securing the same shall constitute a lien or charge upon said land which is unconditionally prior and superior to the lien or charge of the deed of trust above mentioned.

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

- (1) That said deed of trust in favor of Lender, as to said additional loan as well as all other obligations recited as being secured thereby, and any renewals or extensions hereof, shall unconditionally be and remain at all times a lien or charge on the property therein described, prior and superior to the lien or charge of the deed of trust first above mentioned.
- (2) That Lender would not make its additional loan above described without this subordination agreement.
- (3) That this agreement shall be the whole and only agreement with regard to the subordination of the lien or charge of the deed of trust first above mentioned to the lien or charge of the deed of trust in favor of Lender above referred to and shall supersede and cancel, but only insofar as would affect the priority between the deeds of trust hereinbefore specifically described, any prior agreements as to such subordination, including, but not limited to, those provisions, if any, contained in the deed of trust first above mentioned, which provide for the subordination of the lien or charge thereof to another deed or deeds of trust or to another mortgage or mortgages.

Beneficiary declares, agrees, and acknowledges that

- (a) He consents to and approves (i) all provisions of the note evidencing said additional loan and the deed of trust securing same, and (ii) all agreements, including but not limited to any loan or escrow agreements, between Owner and Lender for the disbursement of the proceeds of Lender's additional loan;
- (b) Lender in making disbursements pursuant to any such agreement is under no obligation or duty to, nor has Lender represented that it will, see to the application of such proceeds by the person or persons to whom Lender disburses such proceeds and any application or use of such proceeds for purposes other than those provided for in such agreement or agreements shall not defeat the subordination herein made in whole or in part;
- (c) He intentionally and unconditionally waives, relinquishes, and subordinates the lien or charge of the deed of trust first above mentioned in favor of the lien or charge upon said land of the deed of trust in favor of Lender, as to said additional loan as well as all other obligations recited therein as being secured thereby, and understands that in reliance upon and in consideration of this waiver, relinquishment and subordination specific loans and advances are being and will be made and, as part and parcel thereof, specific monetary and other obligations are being and will be entered into which would not be made or entered into but for said reliance upon this waiver, relinquishment and subordination; and
- (d) An endorsement has been placed upon the note secured by the deed of trust first above mentioned that said deed of trust has by this instrument been subordinated to the lien or charge of the deed of trust in favor of Lender above referred to.

UNRECORDED INSTRUMENT

**NOTICE: THIS SUBORDINATION AGREEMENT CONTAINS A PROVISION WHICH ALLOW 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.**

Beneficiary

By: Willie Deibel

Its: EVP/Senior Lender

CERTIFICATE OF ACKNOWLEDGEMENT OF NOTARY PUBLIC

STATE OF Idaho  
COUNTY OF Nez Perce

On July 6, 2017 before me, JULIE GUINN, (here insert name and title of the officer), personally appeared Willie Deibel, 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 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.

I certify under PENALTY OF PERJURY under the laws of the State of Idaho that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Julie Guinn (Seal)

