

**When Recorded, Kindly Return to:**

Nextitle  
c/o Lucas Tally  
2930 South Meridian Ave  
Ste 320  
Puyallup, WA 98373  
GNW 20-9083

**Subordination and Priority Agreement**

Owners: Orland B. Cunningham and Margo A. Cunningham

Grantor: Discover Bank

Grantee: Freedom Mortgage Corporation

REF AF# 202105120077 & 201811270040

**Exhibit A – Legal Description of Property**

Tract 38, "MEMORIAL HIGHWAY TRACTS", as per Plat recorded in Volume 5 of Plats, page 35,  
records of

Skagit County, Washington, EXCEPT that portion thereof lying Westerly of the following described  
line:

Beginning at a point on the Northerly line of said tract, 100 feet, Southeasterly of the most  
Northerly corner thereof; thence Southwesterly at right angles to said Northerly line to a point on  
a line drawn Easterly and parallel with said Northerly line from a point on the West line of said  
tract which is 147 feet North of the most Southerly corner of said tract; thence Southeasterly, in a  
straight line, to a point on the Southeasterly line of said tract which is 76 feet Northeasterly of the  
most Southerly corner thereof.

Situated in Skagit County, Washington.

Parcel No. P67469/3955-000-038-0005

**SUBORDINATION AND PRIORITY 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 Subordination and Priority Agreement is executed this 12<sup>th</sup> day of March, 2021 by Discover Bank

**RECITALS**

WHEREAS, Orland B Cunningham and Margo A Cunningham, husband and wife, hold fee simple title and the ownership interest to all of that certain real property in King county, State of Washington more particularly described on Exhibit A attached hereto and hereby incorporated herein (the "Property");

WHEREAS, Owners intend to obtain a loan from: Freedom Mortgage Corporation ("Lender") in an amount not to exceed \$182,809 (Loan) to be secured by a first lien deed of trust to encumber the Property (the "Deed of Trust");

The approval does not include renewals or extensions that would increase the loan amount being approved on this document.

WHEREAS, Lender has applied to Stewart Title Guaranty Company (the "Title Company") for a policy of title insurance (the "Title Policy") insuring the priority of the lien of the Deed of Trust.

Deed of trust, including the terms and conditions thereof in the amount of \$59,018.00 made by Orland B. Cunningham and Margo A. Cunningham, husband and wife to T.D. Escrow Services Inc. DBA T.D. Service Company as trustee and Discover Bank, as beneficiary, recorded November 27, 2018

And, WHEREAS, Discover Bank is desirous of said loan being completed and of the Title Company to issue the Title Policy as contemplated herein.

**AGREEMENT**

NOW THEREFORE, in consideration of the premises and of benefits to: Discover Bank from the Owners, the receipt of which is hereby acknowledged, and as an inducement to Lender and to the Title Company to advance funds under its Deed of Trust and all agreements in connection therewith and to issue the Title Policy, respectively, does hereby agree that the lien of the proposed Deed of Trust shall be and at all times remain prior, paramount and superior to any statutory, contractual or common law right of lien that: Discover Bank

may now have or hereafter acquire based upon the lien, and hereby unconditionally subordinates the lien to the lien of the Deed of Trust and all advances or charges made or accruing thereunder, including any extension or renewal thereof, as to the land and any fixtures described in the deed of trust, whether furnished prior to or hereafter this date.

Discover Bank acknowledges that, prior to the execution hereof, it has had the opportunity to examine the terms of Lender's Deed of Trust, note and agreements relating thereto, consents to and approves same, and recognizes that Lender has no obligation to Discover Bank to advance any funds under its Deed of Trust 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 Deed of Trust, note or agreements shall not defeat the subordination herein made in whole or in part.

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 Deed of Trust in favor of Lender, 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 Deed of Trust which provide for the subordination of the lien or charge thereof to a Deed of Trust, mortgage or mortgages to be thereafter executed.

The heirs, administrators, assigns and successors in interest of Discover Bank 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 HIS/HER/THEIR/ITS ATTORNEYS WITH RESPECT THERETO.

Discover Bank

By 

Name Michael Chen

Its Director

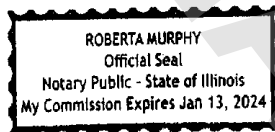
*Illinois*  
STATE OF ~~WASHINGTON~~

) ss.

COUNTY OF *Lake*

On this *19th* day of ~~November, 2020~~ *March 2021* before me, the undersigned, a Notary Public in and for the State of ~~Washington~~, duly commissioned and sworn, personally appeared *Victor Casia* to me known to be the ~~Director~~ *Discover* the entity that executed the within and foregoing instrument and acknowledged the said instrument to be his/her free and voluntary act and the said corporation, for the uses and purposes therein mentioned, and on oath stated that he/she is authorized to execute the said instrument.

WITNESS my hand and official seal hereto affixed the day and year in this certificate above written.



*Roberta Murphy*  
(Signature)

(Seal or stamp)

Print Name: *Roberta Murphy*

(Title)

My commission expires: *1-13-2024*