

Document Title: SUBORDINATION AGREEMENT

Reference Number : 202109200002 / 202009140041

Grantor(s):  additional grantor names on page \_\_\_\_.

1. Secretary of Housing and Urban Development
- 2.

Grantee(s):  additional grantee names on page \_\_\_\_.

1. Newrez, LLC
- 2.

Abbreviated legal description:  full legal on page(s) \_\_\_\_.

LOT 15, "PLAT OF FOREST MEADOW DIV NO. 1", ACCORDING TO THE PLAT THEREOF,  
RECORDED IN VOLUMENT 12 OF PLATS, PAGE 24, RECORDS OF SKAGIT COUNTY, WA.

Assessor Parcel / Tax ID Number:  additional tax parcel number(s) on page \_\_\_\_.

P8092, 4380-000-015-0005

Return to and  
Recorded at the request of:  
Amrock, LLC  
662 Woodward Avenue  
Detroit, MI 48226

Prepared Without Benefit of Title Search By:  
Kristin Marsalese, Esq.  
PC Law Associates  
200 Fleet Street, Suite 6100  
Pittsburgh, PA 15220  
Washington Bar ID: 54338  
Escrow No. **0579089971**

Reference: Instrument: 202109200002  
Grantor: SECRETARY OF HOUSING AND URBAN DEVELOPMENT  
Grantee: NEWREZ, LLC  
Abbr. Legal Description: LOT 15 PLAT OF FOREST MEADOW DIV NO. 1.  
Assessor's Parcel No.: P8092, 4380-000-015-0005  
Order No.: 69843690

~~69843690-7420720~~ 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 9, 2021

Owner: **CESAR F. ALVAREZ and MAGDALENA ALVARDO**

Current Lien Amount: \$9,266.33

Senior Lender: **NEWREZ, LLC**

Senior Lender's Address: 1100 Virginia Drive, Suite 125, Fort Washington, PA 19034

Subordination Agreement  
Page 1 of 4

Subordinating Lender: **SECRETARY OF HOUSING AND URBAN DEVELOPMENT**

Subordinating Lender's Address: 2401 NW 23rd Street, Suite 1A1, Oklahoma City, OK 73107

Property Address: 2305 N 18th Place, 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.

**CESAR F. ALVAREZ** and **MAGDALENA ALVARDO**, 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:

LOT 15, "PLAT OF FOREST MEADOW DIV NO. 1", ACCORDING TO THE PLAT THEREOF, RECORDED IN VOLUME 12 OF PLATS, PAGE 24, RECORDS OF SKAGIT COUNTY, WASHINGTON.

which document is dated August 27, 2020, and which was recorded on September 14, 2020 under Skagit County, State of Washington, Auditor's number 202009140041. The Existing Security Instrument secures repayment of a debt evidenced by a note or a line of credit agreement extended to **CESAR F. ALVAREZ** and **MAGDALENA ALVARDO**, husband and wife (individually and collectively "Borrower") by the Subordinating Lender, in the original amount of \$9,266.33.

The Senior Lender has agreed to make a new loan to Borrower in a **LOAN AMOUNT NOT TO EXCEED \$265,004.00** (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**. Recorded 9/20/2021 Doc# 202109200002

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**

Subordination Agreement  
Page 2 of 4

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.

In all references herein to any parties, persons, entities or corporations, the use of any particular gender or the plural or singular number is intended to include the appropriate gender or number as the text of the within instrument may require.

SUBORDINATING LENDER:

**SECRETARY OF HOUSING AND URBAN DEVELOPMENT**

\_\_\_\_\_

By: \_\_\_\_\_

Its: \_\_\_\_\_

State of \_\_\_\_\_ )

County of \_\_\_\_\_ )ss:

\_\_\_\_\_ )

I certify that I know or have satisfactory evidence that \_\_\_\_\_ 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 \_\_\_\_\_ of **SECRETARY OF HOUSING AND URBAN DEVELOPMENT** to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: \_\_\_\_\_

\_\_\_\_\_  
Notary Public

My Appointment Expires: \_\_\_\_\_

Residing at: \_\_\_\_\_

