Skagit County Auditor, WA



WHEN RECORDED MAIL TO: USAA Federal Savings Bank 10750 McDermott Freeway San Antonio, TX 78288-0558 Prepared By: Terry Alonzo ATTENTION: EQMISC

POOR ORIGINAL

SUBORDINATION AGREEMENT

Effective Date:

September 13, 2024

Owner(s):

Kyle Rash and Jennifer Jones, husband and wife

Subordinating Party:

USAA Federal Savings Bank

Senior Lender:

USAA Federal Savings Bank

Property Address

13927 SEAWARD LN, ANACORTES, WA 98221-8298

THIS AGREEMENT (the "Agreement"), effective as of the Effective Date above, is made by the Subordinating Party in favor of the Senior Lender named above.

The Owner(s) listed above (individually and collectively the "Owner") own the real property located at the above Property Address (the "Property")

The Subordinating Party has an interest in the Property by virtue of a **Deed Of Trust** given by the Owner, covering the Property, more particularly described on Exhibit A, which document is dated **September 27, 2007**, recorded on **September 27, 2007** at **County of Skagit, State of Washington** in **Instr# 200709270162** (as the same may have been amended from time to time as set forth below, the "Existing Security Instrument").

The Existing Security Instrument secures repayment of a debt evidenced by a note or a line of credit agreement dated **September 27, 2007**, entered by extended to **Kyle Rash and Jennifer Jones, joining herein as Owner, not as Borrower** and Subordinating Party (as the same may have been amended from time to time as set forth below (the "Credit Agreement")

Modification agreement to \$63,000.00 dated March 24, 2008, recorded on April 9, 2008 at County of Skagit, State of Washington in Instr# 200804090073.

The Senior Lender has agreed to make a new loan or amend an existing loan in the original principal amount NOT to exceed \$225,000.00 (the "New Loan or Amended Loan") provided that the New Loan or Amended Loan is secured by a first lien mortgage on the Property (the "New Security Instrument") in favor of the Senior Lender If the New Loan or Amended Loan exceeds this amount this Subordination Agreement is VOID.

Loan or Amended Loan exceeds this amount, this Subordination Agreement is VOID.

KECOLOGIO OF CHILDON THE SUBORDINATION AGREEMENT IS VOID.

The Subordinating Party 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



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131960-0921 Page 1 of 3 **NOW, THEREFORE**, for and 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

Subordinating Party 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 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 its hand and seal as of the Effective Date above unless otherwise indicated

Subordinating Party

USAA Federal Savings Bank

By: John Fitzpatrick Account Services Specialist

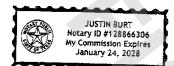


STATE OF TEXAS COUNTY OF BEXAR

Before me, Justin Burt, on this day personally appeared John Fitzpatrick. Account Services Specialist. Liknown to me (or \square proved to me on the oath of $_$) or through (Identity card or other document) to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed

Given under my hand and seal of office this 13 day of September, 2024

(Personalized Seal)



Justin Burt

Notary Public, State of Texas

Commission No.: 128866306 My Commission Expires: January 24, 2028



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