

WHEN RECORDED MAIL TO:  
WASHINGTON MUTUAL BANK, FA  
CONSUMER LOAN RECORDS CENTER  
ATTN: CLRRECTX  
1170 SILBER RD  
HOUSTON, TX 77055



200611290285  
Skagit County Auditor

11/29/2006 Page 1 of 4 3:32PM

Filed for Record at Request of: LAND TITLE OF SKAGIT COUNTY

123679.5

LNO# 647202548

### 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.

The undersigned subordinator and owner agrees as follows:

1. **Washington Mutual Bank, FA** referred to herein as "subordinator," is the owner and holder of a mortgage dated ~~November 29, 2005~~ which is recorded in volume \_\_\_\_\_ of Mortgages, page \_\_\_\_\_ under Auditor's File No. **200511280144**, records of **Skagit County**.
2. **Horizon Bank** referred to herein as "lender," is the owner and holder of a mortgage dated \_\_\_\_\_, executed by **Jeffrey K Haveman and Lani A. Haveman and Patrick I Haveman** (which is recorded in volume \_\_\_\_\_ of Mortgage, page \_\_\_\_\_ under Auditor's File No. **200611290284**, records of **Skagit County**) (which is recorded concurrently herewith.)
3. **Jeffrey K Haveman and Lani A. Haveman and Patrick I Haveman** referred to herein as "owner," is the owner of all the real property described in the mortgage identified above in Paragraph 2.
4. In consideration of benefits to "subordinator" from "owner," receipt and sufficiency of which is hereby acknowledged, and to induce "lender" to advance funds under its mortgage and all agreements in connection therewith, the "subordinator" does hereby unconditionally subordinate the lien of his mortgage identified in Paragraph 1 above to the lien of "lender's" mortgage, identified in Paragraph 2 above, and all advances or charges made or accruing thereunder, including any extension or renewal thereof.
5. "Subordinator" acknowledges that, prior to the execution hereof, he has had the opportunity to examine the terms of "lender's" mortgage, note and agreements relating thereto, consents to and approves same, and recognizes that "lender" has no obligation to "subordinator" to advance any funds under its mortgage 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 mortgage, note or assignments shall not defeat the subordination herein made in whole or in part.
6. It is understood by the parties hereto that "lender" would not make the loan secured by the mortgage in Paragraph 2 without this agreement.
7. 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 mortgage first above mentioned to the lien or charge of the mortgage in favor of "lender" above referred to 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 mortgage first above mentioned, which provide for the subordination of the lien or charge thereof to a mortgage or mortgages to be thereafter executed.
8. The heirs, administrators, assigns and successors in interest of the "subordinator" shall be bound by this agreement. Where the word "mortgage" appears herein it shall be considered as "deed of trust," and gender and number of pronouns considered to conform to undersigned.

Executed this 13th day of November, 2006.

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.

By Jeffrey K. Haveman  
 Jeffrey K. Haveman

By Patrick I. Haveman  
 Patrick I. Haveman

By Lauri A. Haveman  
 Lauri A. Haveman

By W.L. Saludo  
 W.L. SALUDO, ASSISTANT SECRETARY

By \_\_\_\_\_

STATE OF WASHINGTON  
 COUNTY OF

I certify that I know or have satisfactory evidence that Patrick I. Haveman and Lauri A. Haveman (is/are) the person(s) who appeared before me, and said person(s) acknowledged that (he/she/they) signed this instrument and acknowledged it to be (his/her/their) free and voluntary act for the uses and purposes mentioned in this instrument.

Dated: 11/24/08



Leah M. Dewell  
 Notary Public in and for the state of Washington  
 Residing at Bellingham  
 My appointment expires: 03-08-09

STATE OF WASHINGTON  
 COUNTY OF WHATCOM

I certify that I know or have satisfactory evidence that \_\_\_\_\_ and \_\_\_\_\_ are the persons who appeared before me, and said persons acknowledged that they signed this instrument, on oath stated that they were authorized to execute the instrument and acknowledged it as the Assistant Vice President and \_\_\_\_\_ of \_\_\_\_\_ to be the free and voluntary act of such parties for the uses and purposes mentioned in this instrument.

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

Notary Public in and for the state of Washington  
 Residing at \_\_\_\_\_  
 My appointment expires: \_\_\_\_\_

LPB-35 2/97



200611290285  
 Skagit County Auditor

ACKNOWLEDGMENT

State of TEXAS )

County of HARRIS ) §

I certify that I know or have satisfactory evidence that W.L. Saludo 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 acknowledge it as the Assistant Secretary of Washington Mutual Bank, FA to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: 11-20-2006



*Marylyn Malveaux*  
\_\_\_\_\_  
Notary Signature

\_\_\_\_\_  
Typed or Printed Name of Notary Public  
**MARYLYN MALVEAUX**

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

My Appointment expires: 02-05-2008

200611290285  
Skagit County Auditor

**EXHIBIT "A"**

**DESCRIPTION:**

Lot 55, "GILKEY'S ADDITION TO BURLINGTON," as per plat recorded in Volume 7 of Plats, page 29, records of Skagit County, Washington.

Situate in the City of Burlington, County of Skagit, State of Washington.



200611290285  
Skagit County Auditor