

WHEN RECORDED RETURN TO:

Boeing Employees' Credit Union (BECU)
P.O. Box 97050
Seattle, WA 98124-9750
Attention: Servicing Solutions



200904210070
Skagit County Auditor

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CHICAGO TITLE CO.

620001728

SUBORDINATION AGREEMENT

LOAN # EA 1001785659

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. BECU referred to herein as "subordinator", is the owner and holder of a mortgage dated September 14, 2005 which is recorded in volume of Mortgages, page , under auditor's file No. 200509230106 records of Skagit County.
2. US Bank referred to herein as "lender" is the owner and holder of the mortgage dated 4-15-09, executed by ** (which is recorded in volume of Mortgages, page , under auditor's file no. 200904210070, records of Skagit County) (which is to be recorded concurrently herewith).
**Larry P. Williams and Carri D. Williams
3. Larry P Williams and Carri D Williams 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 agreements 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 April 2009

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.

BECU

Debra Gipe
Debra Gipe-Manager of Member Care

STATE OF WASHINGTON

COUNTY OF KING

I certify that I know or have satisfactory evidence that _____ is the person who appeared before me, and said person acknowledged that _____ signed this instrument and acknowledged it to be _____ free and voluntary act for the uses and purposes mentioned in the instrument.

DATED _____

Notary Public

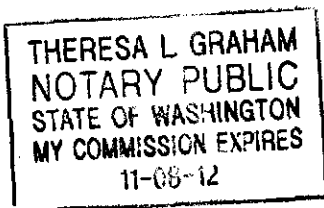
My appointment expires

STATE OF WASHINGTON

COUNTY OF KING

I certify that I know or have satisfactory evidence that DEBRA GIPE is the person who appeared before me, and said person acknowledged that she signed this instrument and on oath stated that she was authorized to execute the instrument and acknowledged it as Manager of Member Care of BECU to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

DATED April 13, 2009




Notary Public Theresa L. Graham

My appointment expires 11-08-2012
Mineral, WA



200904210070
Skagit County Auditor