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LAND TITLE OF SKAGIT COUNTY

132970-SE

SUBORDINATION AGREEMENT

THIS AGREEMENT made this 8th day of May, 2009, in favor of NATIONAL CITY MORTGAGE it's successors and/or assigns, with an office at 1102 N MONROE, SPOKANE, WA 99201 ("Lender") by KeyBank National Association, having a place of business at 4910 Tiedeman Road, Ste B, Cleveland, Ohio 44144. ("Subordinate Lender")

## WITNESSETH:

WHEREAS, Subordinate Lender is the owner and holder of the following Mortgage/Deed of Trust covering the property located at 18369 VALENTINE RD, MOUNT VERNON, WA 98273 and as more fully described therein ("Mortgaged Property"), and of the note or bond which said Mortgage/Deed of Trust secures ("Subordinate Lender Note"):

a) Mortgage/Deed of Trust dated October 5, 2005, made by: WILLIAM H GRAVLEY and AUDREY E GRAVLEY to KeyBank National Association to secure the sum of \$42,500.00 recorded on Real Property in the SKAGIT County Recorder/Clerk's Office in WA Book/Liber 200510260075 Page N/A. ("Subordinate Lender Mortgage").

WHEREAS, on condition that the Subordinate Lender Mortgage/Deed of Trust be subordinated in the manner hereinafter appearing, Lender has or is about to accept a mortgage covering the Mortgaged Property, made by WILLIAM H GRAVLEY and AUDREY E GRAVLEY ("Borrower") to Lender to secure an amount not to exceed (\$238,500.00) and interest, said mortgage being hereinafter collectively referred to as the "Lender Mortgage".

NOW, THEREFORE, in consideration of One Dollar (1.00) and other good and valuable consideration and to induce Lender to accept the Lender Mortgage the receipt and sufficiency of said consideration being hereby acknowledged, Subordinate Lender does hereby covenant, consent and agree with Lender as follows:

The Subordinate Lender Mortgage/Deed of Trust shall be and is hereby made subject and subordinate in lien to the lien of the Lender Mortgage in the principal amount not to exceed \$238,500.00 and interest together with any and all advances heretofore or hereinafter made and pursuant to the Lender Mortgage and together with any and all renewals or extensions of the Lender Mortgage or the note secured thereby, ("Lender Note"). Recorded under Auditor File No. 200905260364

THIS AGREEMENT may not be changed or terminated orally and shall by binding upon and inure to the benefit of the respective heirs, legal representatives, successors and assigns, of the parties hereto.

IN WITNESS WHEREOF, Subordinate Lender hereto has duly executed this agreement the day and year first above written.

KeyBank National Association

LISA FERRI OFFICER

STATE OF OHIO

COUNTY OF STARK

JANICE DAWSON, WITNESS X NANCY L. KING, MOTARY

Before me, a Notary Public in and for the said County and State, personally appeared LISA FERRI, OFFICER of KEYBANK NATIONAL ASSOCIATION, the corporation which executed the foregoing instrument who acknowledged that they did sign the foregoing instrument for and on behalf of said corporation, being thereunto duly authorized, and that the same is the free act and deed individually and as such officers and free act of deed of said corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal at Canton, Ohio, this the 8th day of May, 2009.

Notary Public

My commission expires

My commission expires:

NANCY E. KING
Notary Public, State of Onio
My Commission Expires Sept. 22, 2012

THIS INSTRUMENT PREPARED BY: KeyBank National Association

When recorded mail to: KeyBank National Association P.O.Box 16430 Boise, ID 83715

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