



200906010123  
Skagit County Auditor

6/1/2009 Page 1 of 2 12:49PM

AFTER RECORDING MAIL TO:

Name Horizon Bank  
Address 1500 Cornwall Avenue  
City, State, Zip Bellingham, WA 98225

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

133335-PAE 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 agree as follows:

1. **Horizon Bank** referred to herein as "Subordinator," is the owner and holder of a mortgage dated **August 14, 2008** which is recorded in volume of Mortgages, page under Auditor's File No. **200808200044**, records of **Skagit** County.
2. **Horizon Bank** referred to herein as "Lender," is the owner and holder of a mortgage dated **May 21, 2009** executed by **Jose S Rodriguez and Gaida L Rodriguez, who acquired title as Jose Rodriquez and Gaida Rodriguez, husband and wife** (which is recorded in volume of Mortgage, page under Auditor's File No. **200906010122**, records of **Skagit** County) (which is recorded concurrently herewith.)
3. **Jose Rodriguez and Gaida Rodriguez** 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 21st day of May, 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.

By *Jose Rodriguez*  
Jose Rodriguez

By \_\_\_\_\_

By *Gaida Rodriguez*  
Gaida Rodriguez

By \_\_\_\_\_

By \_\_\_\_\_

By *Wilma Myren*  
Wilma Myren, Vice President

By \_\_\_\_\_

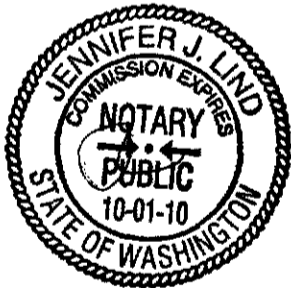
By *B Ann Noble*  
B Ann Noble, Assistant Vice President

STATE OF WASHINGTON

COUNTY OF Skagit

I certify that I know or have satisfactory evidence that **Jose Rodriguez** <sup>^ and Gaida Rodriguez</sup> (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: 5/21/09



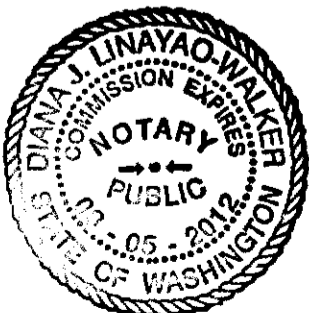
*Jennifer J. Lind*  
Notary Public in and for the state of Washington  
Residing at BCW  
My appointment expires: 10/01/2010

STATE OF WASHINGTON

COUNTY OF WHATCOM

I certify that I know or have satisfactory evidence that **Wilma Myren** and **B Ann Noble** 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 **Vice President** and **Assistant Vice President** of **Horizon Bank** to be the free and voluntary act of such parties for the uses and purposes mentioned in this instrument.

Dated: May 21, 2009



*Diana J. Linayao-Walker*  
Diana J. Linayao-Walker  
Notary Public in and for the state of Washington  
Residing at Bellingham, WA  
My appointment expires: August 5, 2012



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Skagit County Auditor