

When recorded return to:



200907010112  
Skagit County Auditor

7/1/2009 Page 1 of 2 3:24PM

Whidbey Island Bank  
450 SW Bayshore Drive  
Oak Harbor WA 98277

CHICAGO TITLE CO.

620004283

### 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. Whidbey Island Bank, a Washington Corporation referred to herein as "subordinator," is the owner and holder of a mortgage dated August 21, 2008 which is recorded under Auditor's File No. 200809020126, records of Skagit County, Washington.
2. Whidbey Island Bank, a Washington Corporation referred to herein as "lender," is the owner and holder of a mortgage in an amount not to exceed \$392,575.00, dated June 26, 2009 executed by Randall Burgess and Alyssa Burgess, husband and wife which is recorded under Auditor's File No. 200901010111, records of Skagit County, Washington.
3. Randall Burgess and Alyssa Burgess, husband and wife 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.

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 HIS/HER/THEIR ATTORNEYS WITH RESPECT THERETO.

Dated: June 26, 2009

*Tammy Barnett*

Tammy Barnett  
Vice President of Whidbey Island Bank

STATE OF WASHINGTON

ss.

COUNTY OF SKAGIT

I certify that I know or have satisfactory evidence that Tammy Barnett

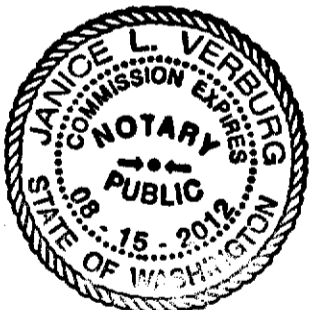
(is/are) the person(s) who appeared before me, and said person(s) acknowledged that she

signed this instrument, on oath stated that she is authorized to execute the instrument and acknowledge it as the Vice President of Whidbey Island Bank to be the free and voluntary act of such party(ies) for the uses and purposes mentioned in this instrument.

Dated: June 26, 2009

*Janice L. Verburg*

Notary name printed or typed: Janice L. Verburg  
Notary Public in and for the State of Washington  
Residing at Bellingham  
My appointment expires: 8/15/2012



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