



200912300096

Skagit County Auditor

12/30/2009 Page 1 of 3 3:21PM

**AFTER RECORDING MAIL TO:**

Name PNC Bank Attn: Kristen Hubbard  
Address 6750 Miller Road/LOC BRYB58-01-B  
City/State Brecksville, OH 44141

**Document Title(s):**

1. Subordination Agreement

GUARDIAN NORTHWEST TITLE CO.

**Reference Number(s) of Documents Assigned or released:**

98565-2

200705220052 DT#200912300095

**Grantor(s):**

1. JOHN DAVID LYNN  
2. STEPHANIE K. LYNN

[ ] Additional information on page of document

**Grantee(s):**

1. PNC Bank

[ ] Additional information on page of document

**Trustee:**

1. First American Title Insurance Company Lenders Advantage

**Abbreviated Legal Description:**

**Tax Parcel Number(s):**

3864-005-013-0003(P62219)

[ ] Complete legal description is on page of document

I am requesting an emergency nonstandard recording for an additional fee as provided in RCW 36.18.010. I understand that the recording processing requirements may cover up or otherwise obscure some part of the text of the original document.

**SUBORDINATION AGREEMENT  
(DEED OF TRUST)**

This Subordination Agreement ("Agreement") is entered into by PNC Bank, National Association, as successor by merger to National City Bank, for itself and/or its successors and assigns (or, PNC Bank, National Association, as successor by merger to National City Bank, for itself and/or its successors and assigns, as successor in interest to ) ("Subordinating Beneficiary"), and Metlife Home Loans, a division of Metlife Bank, N.A. ("New Lender") on 12/23/2009.

**RECITALS**

WHEREAS, JOHN DAVID LYNN AND STEPHANIE K LYNN, Husband and Wife ("Borrower") executed a certain deed of trust dated 05/17/2007, in favor of PNC Bank, National Association, as successor by merger to National City Bank or its predecessor-in-interest identified above, which deed of trust was duly recorded on 05/22/2007, in Record No. \_\_\_\_\_ on Page \_\_\_\_\_, as Instrument No. 200705220052, in the SKAGIT County Recorder's Office, State of WA ("Existing Deed of Trust"), with respect to the property ("Property"), described in Exhibit A (attached hereto and incorporated herein), the address and permanent parcel number for which are:

23170 Buchanan Place, Mount Vernon, WA 98273  
3864-005-013-0003

WHEREAS, the New Lender desires to make a loan in the amount of \$403,700.00 (the "New Loan") to be secured by a deed of trust on the Property (the "New Deed of Trust"), which New Deed of Trust is dated 12-23-09.

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WHEREAS, in order to make the New Loan, New Lender has requested subordination of the lien of the Existing Deed of Trust to the lien of the New Deed of Trust, and Subordinating Beneficiary is hereby willing to subordinate the lien of the Existing Deed of Trust to the lien of the New Deed of Trust, to the extent of the New Loan, on the terms and conditions set forth below.

NOW THEREFORE, in consideration of these premises, Subordinating Beneficiary and New Lender agree as follows:

1. The lien of the Existing Deed of Trust is hereby subordinated and postponed in priority to the lien of the New Deed of Trust, in the same manner and with like effect as though the New Deed of Trust had been executed, delivered and recorded prior to the execution, delivery and recordation of the Existing Deed of Trust. Notwithstanding the foregoing, the subordination, as described herein, does not extend to (i) any future advance clause contained in the New Deed of Trust; (ii) any future advance of funds to Borrower by New Lender except for advances under the New Deed of Trust for foreclosure costs and advances for taxes and insurance premiums; or (iii) any debt or obligation of Borrower to New Lender other than the New Loan.



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me.

2. The subordination, as described herein, is expressly subject to the valid creation, grant, attachment and perfection of the lien of the New Deed of Trust, and nothing contained herein shall be construed to alter or release indebtedness due and owing to the Subordinating Beneficiary under any obligations secured by the Existing Deed of Trust, and Subordinating Beneficiary specifically reserves and retains all right, title and interest that it holds pursuant to the Existing Deed of Trust, including, without limitation, any right to declare a default, accelerate, and exercise any remedies (including the right to foreclosure); and

3. The terms of the New Loan shall not be modified without the prior written consent of Subordinating Beneficiary. Any modification of the New Loan without the prior written consent of Subordinating Beneficiary shall render this Agreement null and void and of no further force and effect.

**PNC Bank, National Association, as successor by merger to National City Bank**

By: Kelly Clemenich Signed and Acknowledged in the Presence of:

Name: Kelly Clemenich

Kristen Hubbard, Witness

Title: Officer

Demetra Hall, Witness

STATE OF OHIO

} SS

County of Cuyahoga

On the 23<sup>rd</sup> day of Dec 2009, before me, the undersigned, a Notary Public, personally appeared Kelly Clemenich, Officer, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

Witness my hand and official seal.

Notary Public: John McGonegal

My Commission Expires:

County Of Residence:



John McGonegal  
Notary Public, State of Ohio  
My Commission Exp. 6-28-12

This instrument prepared by Kristen Hubbard, PNC Bank, National Association, as successor by merger to National City Bank.

Please return to:

PNC Bank  
ATTN: Kristen Hubbard  
6750 Miller Road, Loc BR-YB58-01-B  
Brecksville OH 44141

Approval Deed 091112



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