



201006140148

Skagit County Auditor

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When recorded return to:

LSI –
North Recording Division
5039 Dudley Blvd.
McClellan, CA 95652

ESCROW : 8475988

REFERENCE NO. : 200601190098

201006140146

Type of Document: SUBORDINATION AGREEMENT

GRANTOR (S):

NAVY FEDERAL CREDIT UNION

GRANTOR (S) Address:

820 FOLLIN LN
VIENNA, VA 22180

GRANTEE:

MICHAEL S JIPSON
CITIMORTGAGE, INC
1000 TECHNOLOGY DRIVE
O'FALLON, MO 63368-2240

Legal Description on page: LAST PAGE

LOT 9, "PLAT OF BRITWOOD", VOL 15, PAGE 31 AND 32, SKAGIT, WA

APN: 4578-000-009-0008

Date of Document: 04/08/2010

Recording Requested By:

LSI
5039 Dudley Blvd., Suite D
McClellan, CA 95652

When Recorded Mail To:

Navy Federal Credit Union
Attn: Mortgage & Equity Member Services
820 Follin Ln.
Vienna, VA 22180

Title Order No. 8475988

SUBORDINATION AGREEMENT

APN: 4578-000-009-0008

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.

THIS AGREEMENT, made April 8 2010, by **MICHAEL S. JIPSON**, Owner of the land hereinafter described and hereinafter referred to as "Owner", and **NAVY FEDERAL CREDIT UNION**, present Owner and holder of the deed of trust and note first hereinafter described and hereinafter referred to as "Beneficiary";

WITNESSETH

THAT WHEREAS, **MICHAEL S. JIPSON** did execute a deed of trust, dated 1/6/2006, to **DCBL, INC.**, a Washington Corporation, as trustee, covering real property at 1013 Vera Court, Mt. Vernon, WA 98273, County of Skagit, State of Washington:

See Legal Description attached hereto and made a part thereof

to secure a note in the original sum of **\$16,000.00** dated 1/6/2006, in favor of **NAVY FEDERAL CREDIT UNION**, which the original deed of trust was recorded on 1/19/2006 in Instrument #: **200601190098** Official Records of said county; and

WHEREAS, Owner has executed, or is about to execute, a deed of trust and note in the sum **not to exceed \$139,707.00**, (Loan #: 001121194052) dated 6/2/10, in favor of **CITIMORTGAGE, INC.**, hereinafter referred to as "Lender", payable with interest and upon the terms and conditions described therein, which deed of trust is to be recorded concurrently herewith; and

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WHEREAS, it is a condition precedent to obtaining said loan that said deed of trust last above mentioned shall unconditionally be and remain at all times a lien or charge upon the land hereinbefore described, prior and superior to the lien or charge of the deed of trust first above mentioned; and

WHEREAS, lender is willing to make said loan provided the deed of trust securing the same is a lien or charge upon the above described property prior and superior to the lien or charge of the deed of trust first above mentioned and provided that Beneficiary will specifically and unconditionally subordinate the lien or charge of the deed of trust first above mentioned to the lien or charge of the deed of trust in favor of Lender; and

WHEREAS, it is to the mutual benefit of the parties hereto that Lender make such loan to Owner: and Beneficiary is willing that the deed of trust securing the same shall, when recorded, constitute a lien or charge upon said land which is unconditionally prior and superior to the lien or charge of the deed of trust first above mentioned.

NOW, THEREFORE, in consideration of the mutual benefits accruing to the parties hereto and other valuable consideration, the receipt and sufficiency of which consideration is hereby acknowledged, and in order to induce Lender to make the loan above referred to, it is hereby declared, understood and agreed as follows:

That said deed of trust securing said note in favor of Lender, and any renewals or extensions thereof, shall unconditionally be and remain at all times a lien or charge on the property therein described, prior and superior to the lien or charge of the deed of trust above mentioned.

That Lender would not make its loan above described without this subordination agreement.

That this agreement shall be the whole and only agreement with regard to the subordination of the lien or charge of the deed of trust first above mentioned to the lien or charge of the deed of trust in favor of lender above referred to and shall supersede and cancel, but only insofar as would affect the priority between the deeds of trust hereinbefore specifically described, any prior agreement as to such subordination including, but not limited, those provisions, if any, contained in the deed of trust first above mentioned, which provide for the subordination of the lien or charge thereof to another deed or deeds of trust or to another mortgage or mortgages.

Beneficiary declares, agrees and acknowledges that

He consents to and approves (i) all provisions of the note and deed of trust in favor of Lender above referred to, and (ii) all agreements, including but not limited to any loan or escrow agreements, between Owner and Lender for the disbursement of the proceeds of Lender's loan;

Lender, in making disbursements pursuant to any such agreement, is under no obligation or duty to, nor has Lender represented that it will, see to the application of such proceeds by the person or persons to who Lender disburses such proceeds and any application or use of such proceeds for purposes other than those provided for in such agreement or agreements shall not defeat the subordination herein made in whole or in part;

He intentionally and unconditionally waives, relinquishes and subordinates the lien or charge of the deed of trust first above mentioned in favor of the lien or charge upon said land of the deed of trust in favor of Lender above referred to and understands that in reliance upon, and in consideration of, this waiver, relinquishment and subordination, specific loans and advances are being and will be made and, as part and parcel thereof, specific monetary and other obligations are being and will be entered into which would not be made or entered into but for said reliance upon this waiver, relinquishment and subordination; and

An endorsement has been placed upon the note secured by the deed of trust first above mentioned that said deed of trust has by this instrument been subordinated to the lien or charge of the deed of trust in favor of Lender above referred to.



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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.

NAVY FEDERAL CREDIT UNION

By: S. E. Krieger Beneficiary

Title: Vice President Beneficiary

(ALL SIGNATURES MUST BE ACKNOWLEDGED)

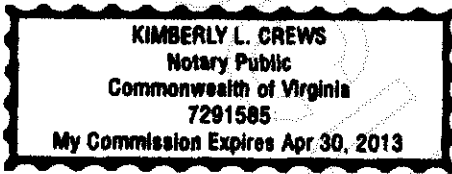
STATE OF Virginia
COUNTY OF Fairfax

On April 8, 2010 before me, Kimberly L. Crews personally appeared S. E. Krieger who is the Vice President of NAVY FEDERAL CREDIT UNION, who 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 entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of Virginia that the foregoing paragraph is true and correct

Witness my hand and official seal,

Signature Kimberly L. Crews



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Borrower: **MICHAEL S. JIPSON**

STATE OF _____

COUNTY OF _____

On _____ before me, _____ personally appeared MICHAEL S. JIPSON, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of _____ that the foregoing paragraph is true and correct.

Witness my hand and official seal,

Signature _____



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Michael S. Jipson
Borrower: MICHAEL S. JIPSON

STATE OF WA.

COUNTY OF Kitsap

On 2 June 2010 before me, PATRICIA J. CORCORAN personally appeared MICHAEL S. JIPSON, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of WA that the foregoing paragraph is true and correct.

Witness my hand and official seal,

Signature *Patricia J. Corcoran*
PATRICIA J. CORCORAN,
Notary Public

Notary Public
State of Washington
PATRICIA J. CORCORAN
MY COMMISSION EXPIRES
July 14, 2014



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EXHIBIT "A"

THE FOLLOWING DESCRIBED PROPERTY:

LOT 9, "PLAT OF BRITWOOD", AS PER PLAT RECORDED IN VOLUME 15 OF PLATS AT PAGES 31 AND 32, IN THE RECORDS OF SKAGIT COUNTY, STATE OF WASHINGTON.

Property Address: 1013 Vera Court, Mt. Vernon, WA 98273


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