

WHEN RECORDED, RETURN TO:
FIRST AMERICAN MORTGAGE SERVICES
1100 SUPERIOR AVENUE, SUITE 200
CLEVELAND, OHIO 44114
NATIONAL RECORDING



201112220112
Skagit County Auditor

12/22/2011 Page 1 of 5 1:48PM

SUBORDINATION AGREEMENT

~~WHEN RECORDED MAIL TO:~~

SPACE ABOVE FOR RECORDERS USE

Bank of America
4161 Piedmont Parkway
NC4-105-01-34
Attn Subordinations
Greensboro NC 27410

200606020096
201112220111

Doc ID No.: 00011953XXXX2005N

ESCROW/CLOSING#:

MERS Phone: 1-888-679-6377

MIN: 1001614-0600000898-9

ABBREVIATED LEGAL: PTN LOTS 11 AND 12 MONTE VISTA

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.

BORROWER: KEN V ROBERTS AND ELIZABETH HOWELLS ROBERTS
LENDER: AUY BANK CORP

SUBORDINATION AGREEMENT

APN 3956-000-011-0104 (P67495)

THIS SUBORDINATION AGREEMENT is made this Fifteenth day of November, 2011, by Mortgage Electronic Registration Systems Inc. ("Subordinated Lienholder"), with a place of business at 4500 PARK GRANADA, CALABASAS, CA 91302-1613.

WHEREAS, KEN V. ROBERTS and ELIZABETH HOWELLS ROBERTS executed and

delivered to Subordinated Lienholder, a Deed of Trust/Mortgage (the "Existing and Continuing Security Instrument") in the sum of \$64,000.00 dated 04/20/2006, and recorded in Book Volume N/A, Page N/A, as Instrument No. 200606020096, in the records of SKAGIT County, State of Washington, as security for a loan (the "Existing and Continuing Loan"), which Existing and Continuing Security Instrument is a valid and existing lien on the real property located at 4908 MONTE VISTA PLACE, MOUNT VERNON, WA 98273 and further described on Exhibit "A," attached.

WHEREAS, KEN V. ROBERTS and ELIZABETH HOWELLS ROBERTS ("Borrower") executed and delivered to Ally Bank Corp., ("Lender"), a deed of trust/mortgage in the principal amount not to exceed \$306,300.00, which deed of trust/mortgage (the "New Security Instrument") is intended to be recorded herewith in the records of SKAGIT County, State of Washington as security for a loan (the "New Loan");

WHEREAS, it is a condition precedent to obtaining the New Loan that the lien of the New Loan shall unconditionally be and remain at all times a lien or charge upon the land hereinbefore described, prior and superior to the lien of the Existing and Continuing Loan; and

WHEREAS, Lender is willing to make said loan provided the lien securing the New Loan is a lien or charge upon the described property prior and superior to the lien of the Existing and Continuing Loan and provided that Subordinating Lender will specifically and unconditionally subordinate the lien of the Existing and Continuing Loan to the lien of the New Loan; and

WHEREAS, it is to the mutual benefit of the parties hereto that Lender make such a loan to Borrower; and Subordinating Lender is willing that the lien securing the New Loan shall, when recorded, constitute a lien or charge upon said land which is unconditionally prior and superior to the lien securing the Existing and Continuing Loan.

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:

- (1) That the New Security Instrument, 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 Existing and Continuing Security Instrument.
- (2) That Lender would not make the New Loan without this subordination agreement.



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(3) That this agreement shall be the whole and only agreement with regard to the subordination of the Existing and Continuing Security Instrument to the New Security Instrument and shall supersede and cancel, but only insofar as would affect the priority between the security instruments hereinbefore specifically described, any prior agreements as to such subordination including, but not limited to, those provisions, if any, contained in the Existing and Continuing Security Instrument above mentioned, which provide for the subordination of the lien to another security instrument, deed of trust or mortgage.

Subordinating Lender declares, agrees and acknowledges that

(a) It consents to and approves (i) all provision of the note and New Security Instrument in favor of Lender above referred to, and (ii) all agreements, including but not limited to any loan or escrow agreements, between Borrower and Lender for the disbursement of the proceeds of the New Loan;

(b) Lender 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 whom 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; and

(c) It intentionally and unconditionally waives, relinquishes and subordinates the lien of the Existing and Continuing Security Instrument in favor of the lien or charge upon said land of the New Security Instrument and understands that in reliance upon, and in consideration of, this waiver, relinquish and subordinate 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.

NOTICE: THIS SUBORDINATION AGREEMENT CONTAINS A PROVISION WHICH ALLOW 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.

Mortgage Electronic Registration Systems Inc.


Kathy Clark, Vice President



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CORPORATE ACKNOWLEDGEMENT


STATE OF NORTH CAROLINA

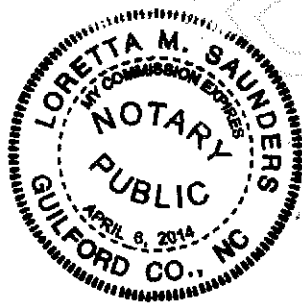
COUNTY OF GUILFORD

Before me, the undersigned, a Notary Public on this day personally appeared **Kathy Clark** known to me (or proved to me on the oath of Vice President), to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that the same was the act of the said corporation, and that he or she had executed the same as the act of such corporation for the purpose and consideration therein expressed, and in the capacity therein stated.

Given under my hand and seal of office this 15th day of November, 2011.

(Personalized Seal)


LORETTA M. SAUNDERS
(Notary Public, State of North Carolina)



Loretta M. Saunders

(Print Name of Notary Public here)

My commission expires the 6th day of April, 2014



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Exhibit "A"

Real property in the City of **Mount Vernon**, County of **Skagit**, State of **Washington**, described as follows:

PARCEL "A":

ALL OF TRACT 2, AND THAT PORTION OF TRACT 4, "CITY OF MOUNT VERNON SHORT PLAT NO. MV 7-76", APPROVED JANUARY 23, 1976, AND RECORDED IN VOLUME 1 OF SHORT PLATS, PAGE 104, UNDER AUDITOR'S FILE NO. 829862, RECORDS OF SKAGIT COUNTY, WASHINGTON, BEING A PORTION OF LOTS 11 AND 12, "MONTE VISTA TERRACE ADDITION TO SKAGIT COUNTY, WASHINGTON", ACCORDING TO THE PLAT RECORDED IN VOLUME 8 OF PLATS, PAGES 20 AND 21, RECORDS OF SKAGIT COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:

BEGINNING AT THE MOST SOUTHERLY CORNER OF TRACT 2 OF SAID SHORT PLAT NO. MV 7-76; THENCE NORTH 56 DEGREES 49' 55" EAST ALONG THE SOUTHEASTERLY LINE OF SAID TRACT 2, 194.82 FEET TO THE MOST EASTERLY CORNER OF SAID TRACT 2; THENCE SOUTH 00 DEGREES 21' 31" WEST ALONG THE EASTERLY LINE OF SAID TRACT 4, 51.5 FEET TO A POINT; THENCE IN A SOUTHWESTERLY DIRECTION IN A STRAIGHT LINE TO THE POINT OF BEGINNING.

PARCEL "B":

AN EASEMENT FOR INGRESS, EGRESS AND UTILITIES OVER THAT PORTION OF TRACTS 3 AND 4, CITY OF MOUNT VERNON SHORT PLAT NO. MV 7-76, APPROVED JANUARY 23, 1976, AND RECORDED IN VOLUME 1 OF SHORT PLATS, PAGE 104, UNDER AUDITOR'S FILE NO. 829862, RECORDS OF SKAGIT COUNTY, WASHINGTON, BEING A PORTION OF LOTS 11 AND 12, "MONTE VISTA TERRACE ADDITION TO SKAGIT COUNTY, WASHINGTON", DESCRIBED AS FOLLOWS:

BEGINNING AT THE MOST WESTERLY CORNER OF LOT 2 OF CITY OF MOUNT VERNON SHORT PLAT NO. MV 7-76, AS RECORDED IN VOLUME 1 OF SHORT PLATS, PAGE 104, UNDER AUDITOR'S FILE NO. 829862, RECORDS OF SKAGIT COUNTY, WASHINGTON; THENCE SOUTHEASTERLY ALONG THE SOUTHWEST LINE OF SAID LOT 2, TO A POINT 70 FEET SOUTHEASTERLY OF SAID MOST WESTERLY CORNER; THENCE SOUTHWESTERLY TO A POINT ON THE NORTHEAST LINE OF LOT 1, OF SAID SHORT PLAT THAT IS 70 FEET SOUTHEASTERLY OF THE NORTHEAST CORNER OF SAID LOT 1; THENCE NORTHWESTERLY ALONG THE NORTHEAST LINE OF SAID LOT 1 TO THE NORTHEAST CORNER THEREOF; THENCE NORTHEASTERLY ALONG THE NORTHERLY LINES OF LOTS 3 AND 4 OF SAID SHORT PLAT TO THE POINT OF BEGINNING.

FOR INFORMATION ONLY:

PTN LOTS 11 AND 12 MONTE VISTA

APN #: 3956-000-011-0104 (P67495)

ROBERTS
44421276 WA
FIRST AMERICAN ELS
SUBORDINATION AGREEMENT

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