

Return Address:

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



201306180040

Skagit County Auditor

\$128.00

6/18/2013 Page

1 of

7 10:27AM

Please print or type information **WASHINGTON STATE RECORDER'S Cover Sheet** (RCW 65.04)

Document Title(s) (or transactions contained therein): (all areas applicable to your document **must** be filled in)

1. Subordination 2. _____
3. _____ 4. _____

Reference Number(s) of Documents assigned or released:

Additional reference #'s on page _____ of document

200907240059
201306180039

Grantor(s) (Last name, first name, initials)

1. Third Federal Savings and Loan Ronald W Austin
2. Terry Lee Austin

Additional names on page _____ of document.

Grantee(s) (Last name first, then first name and initials)

1. Green Tree Servicing LLC
2. _____

Additional names on page _____ of document.

Legal description (abbreviated; i.e. lot, block, plat or section, township, range)

TR 18, Broadview, ADD, VOL 7, pg 22

Additional legal is on page _____ of document.

Assessor's Property Tax Parcel/Account Number
assigned PS16930

Assessor Tax # not yet

The Auditor/Recorder will rely on the information provided on the form. The staff will not read the document to verify the accuracy or completeness of the indexing information provided herein.

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.

Gamecha Velazquez

Signature of Requesting Party

THIS DOCUMENT PREPARED BY:
MICHAEL BREWER

RECORDING REQUESTED BY
FIRST AMERICAN TITLE

~~WHEN RECORDED MAIL TO:~~
THIRD FEDERAL SAVINGS & LOAN
7007 BROADWAY AVENUE
CLEVELAND, OHIO 44105

SPACE ABOVE THIS LINE FOR RECORDER'S USE

A.P.N.: P56930

7858796

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.

THIS AGREEMENT, made this 29TH day of APRIL 2013 by RONALD W AUSTIN and TERRY L AUSTIN AKA TERRY LEE AUSTIN owner of the land hereinafter described and hereinafter referred to as "Owner", and THIRD FEDERAL SAVINGS AND LOAN ASSOCIATION OF CLEVELAND, present owner and holder of the Deed of Trust and Note first hereinafter described and hereinafter referred to as "Beneficiary";

WITNESSETH

THAT WHEREAS, RONALD W AUSTIN and TERRY L AUSTIN AKA TERRY LEE AUSTIN did execute a Deed of Trust, dated 07/09/2009, to THIRD FEDERAL SAVINGS & LOAN, FIRST AMERICAN TITLE INSURANCE COMPANY, as trustee, covering:
1506 39TH ST. ANACORTES WA 98221
SKAGIT COUNTY

to secure a Note in the sum of \$ 35,000.00, dated 07/09/2009 in favor of THIRD FEDERAL SAVINGS AND LOAN ASSOCIATION OF CLEVELAND, which Deed of Trust was recorded as Document 200907240059, 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 \$ 127,800.00 in favor of GREEN TREE SERVICING LLC ISAOA/ ATIMA, 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

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.



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(continuation of Subordination Agreement between RONALD W AUSTIN , TERRY L AUSTIN AKA TERRY LEE AUSTIN and THIRD FEDERAL SAVINGS AND LOAN ASSOCIATION OF CLEVELAND)

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 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 first above mentioned.
- (2) That Lender would not make its loan above described without this subordination agreement.
- (3) 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 to, 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

- (a) 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;
- (b) 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 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;
- (c) 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
- (d) 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.

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.

BENEFICIARY:

OWNER:

RICHARD D. SHEMPLE
ASSISTANT VICE PRESIDENT
THIRD FEDERAL SAVINGS AND LOAN
ASSOCIATION OF CLEVELAND

RONALD W AUSTIN

TERRY L AUSTIN AKA TERRY LEE AUSTIN

IT IS RECOMMENDED THAT, PRIOR TO THE EXECUTION OF THIS SUBORDINATION AGREEMENT, THE PARTIES CONSULT WITH THEIR ATTORNEYS WITH RESPECT THERETO.



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(continuation of Subordination Agreement between RONALD W AUSTIN, TERRY L AUSTIN AKA TERRY LEE AUSTIN and THIRD FEDERAL SAVINGS AND LOAN ASSOCIATION OF CLEVELAND)

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- (1) 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 first above mentioned.
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Beneficiary declares, agrees and acknowledges that

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- (b) 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 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;
- (c) 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
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BENEFICIARY:


RICHARD D. SHELPLE
ASSISTANT VICE PRESIDENT
THIRD FEDERAL SAVINGS AND LOAN
ASSOCIATION OF CLEVELAND

OWNER:


RONALD W AUSTIN


TERRY L AUSTIN AKA TERRY LEE AUSTIN

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(continuation of Subordination Agreement between RONALD W AUSTIN , TERRY L AUSTIN AKA TERRY LEE AUSTIN and THIRD FEDERAL SAVINGS AND LOAN ASSOCIATION OF CLEVELAND)

STATE OF OHIO

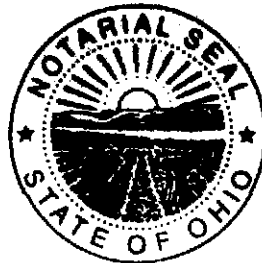
COUNTY OF CUYAHOGA

On this 29TH day of APRIL in the year, 2013, before me the undersigned, personally appeared the above named RICHARD D. SHEMPLE its ASSISTANT VICE PRESIDENT, on behalf of Third Federal Savings and Loan Association of Cleveland, who is personally known to me or proved to me on the bases of satisfactory evidence to be the individual(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 capacity(ies) that by his/her/their signatures(s) on the instrument, the individual(s) or the person upon behalf of which the individual(s) acted, executed the instrument.

WITNESS my hand and official seal,

Renee Zaboura
Signature of Notary Public

My commission expires: _____



RENEE ZABOURA
Notary Public, STATE OF OHIO
My Commission Expires
OCT. 28, 2013

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First American
MORTGAGE SERVICES

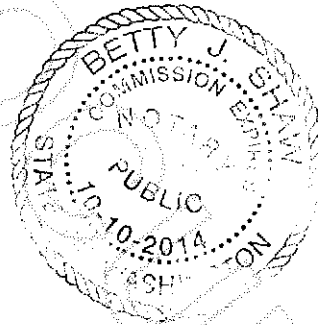
STATE OF: Washington
COUNTY OF: Whatcom

On May 14, 2013, before me, Betty J. Shew,
Personally appeared Ronald and Terry Lee Austin personally known to me (or provided
To me on the basis of satisfactory evidence) to be the person(s) whose name(s) ~~is~~ are subscribed to the
within instrument and acknowledge 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.

Signature Betty J. Shew

Affix Stamp of Seal Here:



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EXHIBIT A

TRACT 18, BROADVIEW ADDITION TO THE CITY OF ANACORTES,
ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 7 OF PLATS,
PAGE 22, RECORDS OF SKAGIT COUNTY, WASHINGTON.

SITUATED IN THE COUNTY OF SKAGIT AND STATE OF WASHINGTON.



ABBRV LEGAL

TR 18 BROADVIEW ADD VOL 7 PG 22.

PPN: P56930
RONALD W. AUSTIN AND TERRY LEE AUSTIN, HUSBAND AND WIFE

1506 39TH STREET, ANACORTES WA 98221
Loan Reference Number : 7858796/000624931671
First American Order No: 46995719
Identifier:



 AUSTIN
46995719 WA
FIRST AMERICAN ELS
SUBORDINATION AGREEMENT




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