

After Recording Mail To:

SunTrust Mortgage, Inc., ISAOA/ATIMA
1001 Semmes Ave RVW 5043
Richmond, VA 23224 Loan 0206085151



Skagit County Auditor
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\$77.00

6 11:40AM

Assessor's Parcel Number: P124432

SUBORDINATION AGREEMENT

TITLE OF DOCUMENT

147343-0

LAND TITLE OF SKAGIT COUNTY

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 Subordination Agreement, made this 3rd day of September, 2013 by **Mortgage Electronic Registration Systems, ("MERS"), solely as Nominee for Lender and Lender's successor and assigns; Lender is SunTrust Mortgage, Inc.** (hereinafter referred to as Beneficiary), present owner and holder of the Deed of Trust and note first hereafter described, and **SunTrust Mortgage, Inc., ISAOA/ATIMA** (hereinafter referred to as "Lender");

"MERS" is Mortgage Electronic Registration Systems, Inc. MERS is a separate corporation that is acting solely as a nominee for Lender and Lender's Successors and assigns. MERS is organized and existing under the law of Delaware, and has a mailing address of P.O. Box 2026, Flint MI 48501-2026, and/or a street address of 1901 E. Voorhees Street, Suite C, Danville, IL 61834. The MERS telephone number is (888) 679-MERS. FOR PURPOSES OF RECORDING THIS DOCUMENT MORTGAGE, MERS IS THE MORTGAGEE OF RECORD. MIN # 100010402920433129 as nominee for Suntrust Mortgage, Inc.,

WITNESSETH AF#s 200707120140 and 20130916 0051

THAT WHEREAS, **Amanda M. Rathjen, a married person**, (hereinafter referred to as "Owner") did execute a Deed of Trust, dated **July 9, 2007** to **Mortgage Electronic Registration Systems, ("MERS"), solely as Nominee for Lender and Lender's successor and assigns; Lender is SunTrust Mortgage, Inc.** as Beneficiary, covering that certain real property described as follows:

Lot 14, "Plat of Klinger Estates," as per plat recorded under Auditor's File No. 200605080213, records of Skagit County, Washington.

AND more commonly known as: 314 Klinger Street, Sedro Woolley, Washington 98284

to secure a note in the sum of **\$52,000.00** dated **July 9, 2007**, in favor of **Mortgage Electronic Registration Systems, ("MERS"), solely as Nominee for Lender and Lender's successor and assigns; Lender is SunTrust Mortgage, Inc.** which Deed of Trust was recorded

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July 12, 2007, as INSTRUMENT/FILE NO. 200707120140, Official Records of said county, and

WHEREAS, Owner has executed, or is about to execute, a Deed of Trust and note not to exceed the sum of **\$197,200.00** dated 9/3/13, in favor of Lender, payable with interest and upon the terms and conditions described therein, which Deed of Trust is to be recorded concurrently herewith; and recorded 9/16/13, under Auditor's File No. 20130916 **0051**.

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 mentioned, Owner has requested Beneficiary to subordinate Beneficiary's lien to the lien about to be taken by the Lender; and

Loan No. _____

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 the 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 to 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 mortgages hereinbefore specifically described, any prior agreements 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.

Beneficiary declares, agrees and acknowledges that:

- (a) It 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



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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.

Loan No. _____

- (c) It intentionally 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 unto 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 LAND.



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IN WITNESS WHEREOF, the PARTY(IES) has/have signed and sealed this subordination, the day and year above written.

BENEFICIARY/LENDER

Mortgage Electronic Registration Systems, ("MERS"), solely as Nominee for Lender and Lender's successor and assigns; Lender is SunTrust Mortgage, Inc. its successors and assigns

Attest:

Gabrielle Beck
Gabrielle Beck

~~SECRETARY~~ Assistant Secretary

STATE OF Virginia
COUNTY OF /City of Richmond) ss

On this 27th day of August, 2013, before me,

personally appeared Tammy L. Brooks

and Gabrielle Beck to me known to be

the Vice President and Assistant Secretary, of **Mortgage Electronic Registration Systems, ("MERS"), solely as Nominee for Lender and Lender's successor and assigns; Lender is SunTrust Mortgage, Inc.***, the corporation that executed the foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that the he/she was authorized them to execute the said instrument and that the seal affixed is the corporate seal of said corporation.
*its successors and assigns

Witness my hand and official seal hereto affixed the day and year first above written

NOTARY STAMP/SEAL

VICKY H. SERAFIM
Notary Public
Commonwealth of Virginia
223869
My Commission Expires Dec 31, 2014

Vicky H. Serafim
NOTARY PUBLIC

MY Commission Expires: 12.31.2014

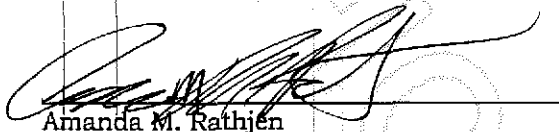
Residing at: _____



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

Loan No. _____

OWNER(S):


Amanda M. Rathjen

STATE OF Washington
COUNTY OF Skagit ss

On this day personally appeared before me **Amanda M. Rathjen** to me known to be the individual(s) described in and who executed the within and foregoing instrument, and acknowledged that he/she/they signed the same as his/her/their free and voluntary act and deed, for the uses and purposes therein mentioned.

NOTARY STAMP/SEAL

Given under my hand and official seal of office this
3rd day of September, A.D., 2013.

IRENE B. REYNOLDS
NOTARY PUBLIC
STATE OF WASHINGTON
My Commission Expires
April 7, 2016


NOTARY PUBLIC

MY Commission Expires: 04/07/2016

Residing at: Bellingham

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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EXHIBIT A

Lot 14, "PLAT OF KLINGER ESTATES," as per plat recorded under Auditor's File No. 200605080213,
records of Skagit County, Washington.
Situate in the City of Sedro-Woolley, County of Skagit, State of Washington



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