

When recorded return to:

Land Title and Escrow  
3010 Commercial Avenue  
Anacortes, WA 98221

Skagit County Auditor  
2/14/2014 Page



\$73.00

1 of

2 10:33AM

File for Record at Request of  
Land Title and Escrow  
Escrow Number: 148425-OAE ✓

Grantor: John C. Nunez  
Grantee: Bank of the Pacific

## Subordination Agreement

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.**

The undersigned subordinator and owner agrees as follows:

1. **JOHN C. NUNEZ**  
referred to herein as "subordinator", is the owner and holder of a mortgage dated December 21, 2009 which is recorded in \_\_\_\_\_ of Mortgages, page \_\_\_\_\_ under auditor's file 200912290121, records of Skagit County.  
**BANK OF THE PACIFIC**
2. referred to herein as "lender", is the owner and holder of a mortgage dated 2/14/14 executed **BELA W. BERGHUYS**  
(which is recorded in volume \_\_\_\_\_ of Mortgages, \_\_\_\_\_ auditor's file 201402140045 records Skagit County) (which is to be recorded concurrently herewith).
3. **BELA W. BERGHUYS**  
referred to herein as "owner", is the owner of all the real property described in the mortgage identified above in Paragraph 2.
4. In consideration of benefits to "subordinator" from "owner", receipt and sufficiency of which is hereby acknowledged, and to induce "lender" to advance funds under its mortgage and all agreements in connection therewith, the "subordinator" does hereby unconditionally subordinate the lien of his mortgage identified in Paragraph 1 above to the lien of "lender's" mortgage, identified in Paragraph 2 above, and all advances or charges made or accruing thereunder, including any extension or renewal thereof.
5. "Subordinator" acknowledges that, prior to the execution hereof, he has had the opportunity to examine the terms of "lender's" mortgage, note and agreements relating thereto, consents to and approves same, and recognizes that "lender" has no obligation to "subordinator" to advance any funds under its mortgage or see to the application of "lender's" mortgage funds, and any application or use of such funds for purposes other than those provided for in such mortgage, note or agreements shall not defeat the subordination herein made in whole or in part.
6. It is understood by the parties hereto that "lender" would not make the loan secured by the mortgage in Paragraph 2 without this agreement.
7. This agreement shall be the whole and only agreement between the parties hereto with regard to the subordination of the lien or charge of the mortgage first above mentioned to the lien or charge of the mortgage in favor of "lender" above referred to and shall supersede and cancel any prior agreements as to such, or any, subordination including, but not limited to, those provisions, if any, contained in the mortgage first above mentioned, which provide for the subordination of the lien or charge thereof to a mortgage or mortgages to be thereafter executed.
8. The heirs, administrators, assigns and successors in interest of the "subordinator" shall be bound by this agreement. Where the word "mortgage" appears herein it shall be considered as "deed of trust", and gender and number of pronouns considered to conform to undersigned.

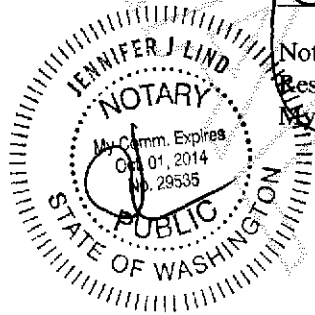
NOTICE: THIS SUBORDINATION CONTAINS A PROVISION WHICH ALLOWS THE PERSON OBLIGATED ON YOUR REAL PROPERTY SECURITY TO OBTAIN A LOAN A PORTION OF WHICH MAY BE EXPENDED FOR OTHER PURPOSES THAN IMPROVEMENT OF THE LAND. IT IS RECOMMENDED THAT, PRIOR TO THE EXECUTION OF THIS SUBORDINATION AGREEMENT, THE PARTIES CONSULT THEIR ATTORNEYS WITH RESPECT THERETO.

Dated 24 Jan 2014  
John C. Nunez  
JOHN C. NUNEZ

State of Washington }  
County of Skagit } SS:

I certify that I know or have satisfactory evidence that John C. Nunez the person(s) who appeared before me, and said person(s) acknowledged that he/she/they signed this instrument and acknowledge it to be his/her/their free and voluntary act for the uses and purposes mentioned in this instrument.

Dated: 1/24/2014



Jennifer J. Lind  
Notary Public in and for the State of Washington  
Residing at: Bow  
My appointment expires: 10/01/2014



201402140047