202005080023

05/08/2020 08:58 AM Pages: 1 of 4 Fees: \$106.50

Skagit County Auditor, WA

Record & Return To:

American Mortgage Settlement Services 4877 Galaxy Pkwy, Ste I Cleveland, OH 44128 This Instrument Prepared by: TCF NATIONAL BANK ATTN: MODIFICATION GROUP DEB TANBERG 1405 XENIUM LANE PLYMOUTH, MN 55441

AMSS FILE NO. 1773649

{Space Above This Line for Recording Data}

Reference:

Account: XXXXXXXXX4623XXXX

SUBORDINATION AGREEMENT

Effective Date: 04/06/2020

Owner(s): MICHAEL T. LEWIS AND SHARON S. LEWIS

Senior Lender: SUPREME LENDING

Subordinating Lender: TCF National Bank

Trustee (Deed of Trust only): FIRST AMERICAN TITLE INSURANCE COMPANY

Property Address: 1306 37TH STREET, ANACORTES, WA 98221

PID #: P121382

Abbreviated Legal: Lot 2, Plat of "Samish View Estates" Subordinating Lien: Rec. 9/19/19, Inst. 201909190019

New First Lien: Rec. 5/7/2020, Inst. 202005070017

THIS AGREEMENT (the "Agreement"), effective as of the Effective Date above, is made by the Subordinating Lender in favor of the Senior Lender named above.

The Owners lists above own the real property located at the above Property Address (the "Property").

The Subordinating Lender has an interest in the Property by virtue of a MORTGAGE or DEED OF TRUST given by the Owner, covering that real property, more particularly described as follows:

See Attached

Which document is dated SEPTEMBER 7TH, 2019, which was filed on SEPTEMBER 19TH, 2019 in Book N/A Page N/A (or as No. 201909190019) with the Office of the Register of Deeds, County Recorder, or Registrar of Titles with the County of SKAGIT, State of WASHINGTON in the amount of \$58,000.00; (the "Existing Security Instrument"). The Existing Security Instrument secures repayment of a debt evidenced by a note or a line of credit agreement extended to MICHAEL T. LEWIS AND SHARON S. LEWIS by Subordinating Lender.

The Senior Lender has agreed to make a new loan or amend an existing loan in the original principal amount NOT to exceed \$337,200.00 (the "New Loan or Amended Loan") provided that the New Loan or Amended Loan is secured by a first lien mortgage on the Property (the "New Security Instrument") in favor of the Senior Lender. If the New Loan or Amended Loan exceeds this amount, the Subordination Agreement is VOID.

The Subordinating Lender is willing to subordinate the lien of the Existing Security Instrument to the lien of the New Security Instrument under the terms set forth in this Agreement.

NOW, THEREFORE, for and in consideration of the above recitals, the covenants herein contained, and for good and valuable consideration, the receipt of which is hereby acknowledged, the parties agree as follows:

A. Agreement to Subordinate

Subordinating Lender and Trustee, if applicable, hereby subordinate the lien of the Existing Security Instrument, and all of its modifications, extensions and renewals, to the lien of the New Security Instrument. This Agreement is effective as to any sum whose repayment is presently secured or which may in the future be secured by the Existing Security Instrument.

B. General Terms and Conditions

Binding Effect – This Agreement shall be binding upon and inure to the benefit of the respective heirs, legal representatives, successors and assigns of the parties hereto and all of those holding title under any of them.

Nonwaiver – This Agreement may not be changed or terminated orally. No indulgence, waiver, election or non-election by under the New Security Instrument or related documents shall affect this Agreement.

Severability – The invalidity or unenforceability of any portion of this Agreement shall not affect the remaining provisions and portions of this Agreement.

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C. Signatures and Acknowledgements

SUBORDINATION ONLY

The Subordinating Lender, through its authorized officer, and the Trustee, if applicable, individually or through its authorized officer, have each set their hand and seal as of the Effective Date above unless otherwise indicated. If the New Loan or Amended Loan exceeds \$337,200.00 the Subordination Agreement is VOID.

SUBORDINATING LENDER:	
TCF National Bank	
TCT National Balik	
D. Comments	04/06/2020
By	
(Signature)	Date
Grady Ollhoff	
(Printed Name)	
Assistant Vice President	
(Title)	
If applicable, signed and acknowledged in the presence of:	
Witness	
W 101033	

Witness	
FOR NOTARIZATION OF LENDER PERSONNEL	
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10-28-2016

EXHIBIT A

THE FOLLOWING LANDS AND PROPERTY, TOGETHER WITH ALL IMPROVEMENTS LOCATED THEREON, LYING IN ANACORTES, SKAGIT COUNTY, WA TO WIT:

LOT 2, PLAT OF SAMISH VIEW ESTATES AS RECORDED FEBRUARY 6, 2004 UNDER SKAGIT COUNTY AUDITORS FILE NO. 200402060126, RECORDS OF SKAGIT COUNTY, WASHINGTON.

THIS BEING THE SAME PROPERTY CONVEYED TO MICHAEL T. LEWIS AND SHARON S. LEWIS, HUSBAND AND WIFE, DATED 11/01/2006 AND RECORDED ON 11/08/2006 IN INSTRUMENT NO. 200611080084, IN THE SKAGIT COUNTY RECORDERS OFFICE.

ABBREVIATED LEGAL: LOT 2, PLAT OF SAMISH VIEW ESTATES.

PARCEL NO. P121382

4390284

Address: 1306 37TH, ANACORTÉS, WA