

RETURN ADDRESS

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First American Title Insurance Co.  
4795 Regent Blvd. 1006-A  
Irving, TX 75063

SUBORDINATION AGREEMENT

Reference of related documents

Auditor's File # 201604150052  
Auditor's File # 202112130099

DEED OF TRUST

Additional Reference # on page

Grantor(s) (Last, First and Middle Initial)

Kara R Kribs-ney

NAVY FEDERAL CREDIT UNION

Additional grantors on page

Grantee(s) (Last, First and Middle Initial)

NAVY FEDERAL CREDIT UNION

Additional grantees on page

Legal Description (abbreviated form: i.e. lot, block, plat or section, township, range, quarter/quarter)

LOT 4, "PLAT OF SAHLBOM ANNEX", VOL. 15, PGS 179-180

Additional legal is on page 2-4

Assessor's Property Tax Parcel/Account Number

4631-000-004-0003

Additional parcel # on page

The Auditor/Recorder will rely on the information provided on this 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.



Auditor's File # 201604150052  
Auditor's File # 202112130099  
Navy Federal Credit Union

**SUBORDINATION AGREEMENT**

**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 2 day of December 2021 by Kara R Kribs-ney, unmarried, owner of the land hereinafter described and hereinafter referred to as "Owner" and NAVY FEDERAL CREDIT UNION, present owner and holder of the deed of trust and note first hereinafter described and hereinafter referred to as "Beneficiary",  
and NAVY FEDERAL CREDIT UNION

**WITNESSETH**

**THAT WHEREAS**, Owner did execute a DEED OF TRUST, MORTGAGE, OPEN-END MORTGAGE DEED OR SECURITY DEED, hereinafter described and hereinafter referred to as "Security Instrument", dated March 16, 2016 covering:

See legal description attached hereto and made a part hereof

to secure a note in the sum of \$ 25,001.00 of even date as the aforesaid Security Instrument in favor of Beneficiary, which Security Instrument was recorded on April 14, 2016 in 201604140052 among the Land Records of Skagit County, State of WA.

**WHEREAS**, Owner has executed, or is about to execute, a Security Instrument and note is the sum of \$ 290,000.00, dated 12/07/2021 in favor of NAVY FEDERAL CREDIT UNION hereinafter referred to as "Lender" payable with interest and upon the terms and conditions described therein, which Security Instrument is also to be recorded concurrently herewith; and **RECORDED 12/13/2021 INSTRUMENT 202112130099**

**WHEREAS**, it is a condition precedent to obtaining said loan from Lender that said Security Instrument 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 Security Instrument first above mentioned; and

**WHEREAS**, Lender is willing to make said loan provided the Security Instrument securing the same is a lien or charge upon the above described property prior and superior to the lien or charge of the Security Instrument first above mentioned and provided that Beneficiary will specifically and unconditionally subordinate the lien or charge of Security Instrument first above mentioned to the lien or charge of Security Instrument in favor of the Lender; and

**WHEREAS**, it is to the mutual benefit of the parties hereto that Lender makes such loan to Owner; and Beneficiary is willing that the Security Instrument 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 Security Instrument 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 as follows:

- (1) That said Security Instrument 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 Security Instrument 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 Security Instrument first above mentioned to the lien or charge of the Security Instrument in favor of Lender above referred to and shall supersede and cancel, but only

insofar as would affect the priority between the Security Instrument hereinbefore specifically described, any prior agreement as to such subordination including, but not limited to those provisions, if any, contained in the Security Instrument first above mentioned, which provide for the subordination of the lien or charge thereof to another deed of deeds of trust or to another mortgage of mortgages or to another deed of security deeds.

Beneficiary declares, agrees and acknowledges that:

- (a) Beneficiary consents to and approves (i) all provisions of the note and Security Instrument 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; and
- (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 the purposes other than those provided for in such agreement of agreements shall not defeat the subordination herein made in whole or in part; and
- (c) Beneficiary intentionally and unconditionally waives, relinquishes and subordinates the lien or charge of the Security Instrument first above mentioned in favor of the lien or charge upon said land of the Security Instrument 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 Security Instrument first above mentioned that said Security Instrument has by this instrument been subordinated to the lien or charge of the Security Instrument 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 PORTION OF WHICH MAY BE EXPENDED FOR OTHER PURPOSES THAN IMPROVEMENT OF THE LAND.**

NAVY FEDERAL CREDIT UNION, Beneficiary

By, Christine [Signature]

Assistant Treasurer

STATE OF Florida

COUNTY OF Escambia to wit: \_\_\_\_\_

I HEREBY CERTIFY, that on this 3<sup>rd</sup> day of Dec. 2021 before me, the undersigned officer, personally appeared Christie Jones, who Acknowledged himself/herself to be the Asst. Treasurer of NAVY FEDERAL CREDIT UNION and that he/she, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by himself/herself as said officers.

IN WITNESS WHEREOF, I hereto set my hand and official seal.

[Signature]  
Notary Public

My commission expires: \_\_\_\_\_



X Kara Krebs-Hay (Owner)

\_\_\_\_\_ (Owner)

STATE OF Washington

COUNTY OF St Kitts to wit: \_\_\_\_\_

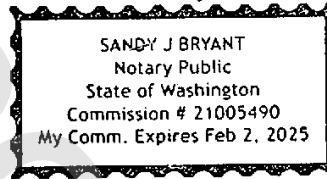
I HEREBY CERTIFY, that on this 7<sup>th</sup> day of December <sup>2021</sup> before me, the undersigned officer, a Notary Public, in and for the aforesaid State and County, personally appeared Kara Krebs-Hay, known to me as satisfactorily proven to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged that he/she/they executed the same for the purposes therein contained.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Sandy J Bryant

Notary Public

My Commission expires: 2/2/2025



STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_ to wit: \_\_\_\_\_

I HEREBY CERTIFY, that on this \_\_\_\_\_ day of \_\_\_\_\_ before me, the undersigned officer, a Notary Public, in and for the aforesaid State and County, personally appeared \_\_\_\_\_, known to me as satisfactorily proven to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged that he/she/they executed the same for the purposes therein contained.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

\_\_\_\_\_  
Notary Public

My Commission expires: \_\_\_\_\_

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