

Document Prepared By:  
Third Federal Savings and Loan  
Jamie Devine 27524975  
WHEN RECORDED, MAIL TO:  
THIRD FEDERAL SAVINGS & LOAN  
7007 BROADWAY AVENUE  
CLEVELAND, OHIO 44105

POOR ORIGINAL

SPACE ABOVE THIS LINE FOR RECORDER'S USE

Assessor's Parcel Number: P73602

## 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 28th day of JANUARY 2021 by MIRANDA HASTINGS MARRIED TO MICHAEL MONTELLANO, HER SPOUSE, 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";

Recorded 8-10-2021

Instrument number 202108100011

WITNESSETH

THAT WHEREAS, a Deed of Trust and Note was executed on 04/24/2019 by:

MIRANDA HASTINGS  
7258 SUNRISE ESTATE DR  
ANACORTES, WA 98221  
COUNTY OF: SKAGIT

In favor of:  
THIRD FEDERAL SAVINGS AND LOAN  
ASSOCIATION OF CLEVELAND,  
Trustee: CHICAGO TITLE INSURANCE COMPANY, A NEBRASKA CORPORATION  
In the amount of \$83,400.00;  
INSTRUMENT NUMBER #201905160041,  
Official Records of said county,

### Covering:

THE FOLLOWING DESCRIBED REAL PROPERTY SITUATED IN SKAGIT COUNTY, WASHINGTON: PARCEL B OF BOUNDARY LINE ADJUSTMENT AS RECORDED SEPTEMBER 4, 2008; UNDER AUDITOR'S FILE NO. 200809040107, RECORDS OF SKAGIT COUNTY, WASHINGTON, AND DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHEAST CORNER OF THE WEST 180 FEET OF BLOCK 127, PLAT OF PLOT OF THE TOWNSITE OF GIBRALTER, SKAGIT COUNTY, WASHINGTON, U.S.A, FILED IN VOLUME 1 OF PLATS, PAGES 19 AND 20, RECORDS OF SKAGIT COUNTY, WASHINGTON; THENCE SOUTH 00 DEGREES 29 MINUTES 40 SECONDS WEST ALONG THE EAST LINE OF SAID WEST 180 FEET AND THE SOUTHERLY EXTENSION THEREOF A DISTANCE OF 557.45 FEET TO THE SOUTH LINE OF THE NORTH 90 FEET OF LOTS 17-32 OF BLOCK 107 OF SAID PLAT; THENCE NORTH 89 DEGREES 30 MINUTES 20 SECONDS WEST ALONG SAID SOUTH LINE AND THE WESTERLY EXTENSION THEREOF, A DISTANCE OF 220.00 FEET TO THE CENTERLINE OF VACATED WYOMING STREET; THENCE NORTH 00 DEGREES 29 MINUTES 40 SECONDS EAST ALONG SAID CENTERLINE, A DISTANCE OF 554.62 FEET TO THE NORTH LINE OF SAID PLAT; THENCE NORTH 89 DEGREES 45 MINUTES 26 SECONDS EAST ALONG THE NORTH LINE OF SAID PLAT, A DISTANCE OF 220.02 FEET TO THE POINT OF BEGINNING OF THIS DESCRIPTION. ABBREVIATED LEGAL DESCRIPTION: PARCEL B AUDITORS FILE NO. 200809040107 W180 FT BLK 127 PLAT OF PLOT OF THE TOWNSITE OF GIBRALTER VOL 1 OF PLATS PGS 19 & 20 SKAGIT COUNTY. SUBJECT TO RESTRICTIONS, RESERVATIONS, EASEMENTS, COVENANTS, OIL, GAS OR MINERAL RIGHTS OF RECORD, IF ANY. PARCEL ID: P73602

WHEREAS, Owner has executed, or is about to execute, a Deed of Trust and Note in favor of: LAKEVIEW LOAN SERVICING LLC, ISAOA/ATIMA, hereinafter referred to as "Lender," in the sum not to exceed \$478,900.00 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

(Continuation of Subordination Agreement between **MIRANDA HASTINGS** and **THIRD FEDERAL SAVINGS AND LOAN ASSOCIATION OF CLEVELAND**)

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.

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:

  
 DEBBY HRIVNAK  
 OFFICER  
 THIRD FEDERAL SAVINGS AND LOAN  
 ASSOCIATION OF CLEVELAND

(Continuation of Subordination Agreement between MIRANDA HASTINGS and THIRD FEDERAL SAVINGS AND LOAN ASSOCIATION OF CLEVELAND)

No Oath or Affirmation was administered to the signer with regard to the notarial act.

State of Ohio }  
County of Cuyahoga }

Before me, a Notary Public in and for said County, personally appeared DEBBY HRIVNAK, known to me to be an Officer of Third Federal Savings and Loan Association of Cleveland, and acknowledged that she did sign the foregoing instrument, and that the same is her free act and deed, this 28<sup>th</sup> day of January, 2021

(seal)



MARY A. SZCZEPANIAK  
Notary Public, STATE OF OHIO  
My Commission Expires  
OCT. 18, 2025

WITNESS my hand and official seal,

Mary A. Szczepaniak  
Signature of Notary Public  
My commission expires: 10.18.2025

OWNER:

MIRANDA HASTINGS

SEE ATTACHED

MICHAEL MONTELLANO, TO  
RELEASE DOWER

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

**ACKNOWLEDGMENT:**

STATE OF \_\_\_\_\_, COUNTY OF \_\_\_\_\_} ss.

I certify that I know or have satisfactory evidence that \_\_\_\_\_

Is/are the individual(s) who appeared before me, and said individual(s) acknowledge that she/he/they signed this instrument and acknowledged it to be a free and voluntary act for the purposes mentioned in this instrument.

Dated: \_\_\_\_\_

My appointment expires: \_\_\_\_\_

(Seal)

(Notary Public in and for the State of  
Washington, residing at)

(Continuation of Subordination Agreement between MIRANDA HASTINGS and THIRD FEDERAL SAVINGS AND LOAN ASSOCIATION OF CLEVELAND)

No Oath or Affirmation was administered to the signer with regard to the notarial act.

State of Ohio }  
County of Cuyahoga }

Before me, a Notary Public in and for said County, personally appeared DEBBY HRIVNAK, known to me to be an Officer of Third Federal Savings and Loan Association of Cleveland, and acknowledged that she did sign the foregoing instrument, and that the same is her free act and deed, this 28<sup>th</sup> day of January, 2021

(seal)



MARY A. SZCZEPANIAK  
Notary Public, STATE OF OHIO  
My Commission Expires  
OCT. 18, 2025

WITNESS my hand and official seal,

*[Signature]*  
Signature of Notary Public  
My commission expires: 10-18-2025

OWNER:

MIRANDA HASTINGS

MICHAEL MONTELLANO, TO  
RELEASE DOWER

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

ACKNOWLEDGMENT:

STATE OF Washington COUNTY OF Skagit

I certify that I know or have satisfactory evidence that

Michael Montellano  
is/are the individual(s) who appeared before me, and said individual(s) acknowledge that she/he/they signed this instrument and acknowledged it to be a free and voluntary act for the purposes mentioned in this instrument.

Dated: 3/3/21

My appointment expires: 2/10/25

(Seal)

*[Signature]*  
(Notary Public in and for the State of  
Washington, residing at)

Oak Harbor, WA

NERELL EDWARDS  
Notary Public  
State of Washington  
Commission # 189803  
My Comm. Expires Feb 10, 2025