

KATHY HILL
SKAGIT COUNTY AUDITOR

98 JUN 30 P4:22

Name G.B. EQUITY
Address 4000 W. BROWN DEER
City, State, Zip BROWN DEER, WA. 53209 **9806300278**

RECORDED _____ FILED _____
REQUEST OF _____

Island Title SB-12430 ✓
Escrow BE-2080MJ

SUBORDINATION AGREEMENT

Reference # (if applicable): _____
Grantor(s): (1) BONNIE J. SOUTHERLAND (2) _____
Grantee(s): (1) _____ (2) _____
Additional Grantor(s) on pg. _____ Additional Grantee(s) on pg. _____
Legal Description (abbreviated): LOTS 3 & 4, Blk. 14, TOWN OF SEDRO BLUFF
Vol. 1, pg. 17 Additional legal(s) on page _____
Assessor's Tax Parcel ID# 4149-014-004-0001

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. G.B. EQUITY referred to herein as "subordinator", is the owner and holder of a mortgage dated February 11, 1998, which is recorded in volume 1770 of Mortgages, page 79-85, under auditor's file No. 98022000, records of SKAGIT County.
2. OLD KENT referred to herein as "lender", is the owner and holder of a mortgage dated JUNE 22, 1998, executed by BONNIE J. SOUTHERLAND (which is recorded in volume _____ of Mortgages, page _____, under auditor's file No. 9806300276 records of Skagit County) (which is to be recorded concurrently herewith).
3. BONNIE J. SOUTHERLAND 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 supercede 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 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.

Executed this 5th day of June, 1998.

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

Jeff Baumbach
Jeff Baumbach, Asst Vice President
Amy Hornerlaw
Amy Hornerlaw, Vice President (Acknowledgment on reverse)



Commonwealth

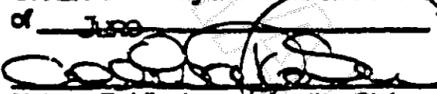
Form 3392 (Rev. 12-96)

COMMONWEALTH LAND TITLE INSURANCE COMPANY OF PHILADELPHIA

9806300278

BK 1835 PG 0203

STATE OF WASHINGTON — Wisconsin
COUNTY OF Milwaukee
On this day personally appeared before me
Jeff Baumbach & Amy Honerlaw
to me known to be the individual described in and who
executed the within and foregoing instrument, and
acknowledged that they signed the same as
free and voluntary act and deed, for the
uses and purposes therein mentioned.

GIVEN under my hand and official seal this 5th day
of June 1998

Notary Public in and for the State of Wisconsin,
residing at in Milwaukee County
My appointment expires: 04/01/2001



STATE OF WASHINGTON
COUNTY OF _____
On this _____ day of _____, 19____,
before me, the undersigned, a Notary Public in and for the State of
Washington, duly commissioned and sworn, personally appeared _____ and

to me known to be the _____ President and _____
Secretary, respectively, of _____
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 _____ authorized to execute the said instrument
and that the seal affixed is the corporate seal of said corporation.

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

Notary Public in and for the State of Washington
residing at _____
My appointment expires: _____