

AFTER RECORDING MAIL TO:
Bank of America-Hillsboro
21000 N.W. Evergreen Parkway
Hillsboro, OR 97124



199908200246
Kathy Hill, Skagit County Auditor
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Filed for Record at Request of
Land Title Company of Skagit County
Escrow Number: P-90509-E

LAND TITLE COMPANY OF SKAGIT COUNTY **Subordination Agreement**

Reference Number(s):
Grantor(s): Skagit State Bank
Grantee(s): Bank of America, N.A.

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. Skagit State Bank
referred to herein as "subordinator", is the owner and holder of a mortgage dated August 16, 1999,
1999 which is recorded in volume _____ of Mortgages, page _____
under auditor's file No. 9908200245, records of Skagit County.
2. Bank of America, N.A.
referred to herein as "lender", is the owner and holder of a mortgage dated August 3, 1999
executed by Robin G. Nicholson and Michael A. Nicholson
(which is recorded in volume _____ of Mortgages, page _____, under
auditor's file No. 9908200244 records of Skagit County) (which is to
be recorded concurrently herewith).
3. Robin G. Nicholson and Michael A. Nicholson, wife and husband
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 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.

Executed this 8th day of August, 1999

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.

Skagit State Bank

Ed Zavala

Robin G. Nicholson
Robin G. Nicholson
Michael A. Nicholson
Michael A. Nicholson

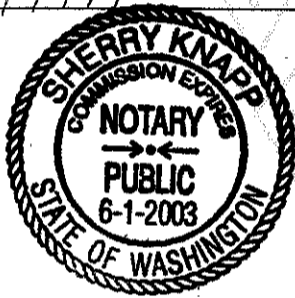
STATE OF Washington }
County of Skagit } SS:

I certify that I know or have satisfactory evidence that Ed Zavala the person who appeared before me, and said person he acknowledged that he signed this instrument, on oath stated that he authorized to execute the instrument and acknowledge it as the Assistant Vice - President of Skagit State Bank

to be the free and voluntary act of such party for the uses and purposes mentioned in this instrument.

Dated: Aug 8, 1999

Sherry Knapp
Notary Public in and for the State of Washington
Residing at Burlington
My appointment expires: 6-1-03



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