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When Recorded Return To: ISLAND TITLE COMPANY P. O. BOX 1228 ANACORTES, WA 98221

Escrow No. AE-6609J

5A18997V

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.

The undersigned subordinator and owner agrees as follows:

- 1. RONALD R. WEBB & NANCY J. WEBB, husband & wife, referred to herein as "subordinator", is the owner and holder of a mortgage dated August 20, 1999, which is recorded under Auditor's File No. 1990/17/0087, records of Skaqit County, Washington.
- 2. WASHINGTON FEDERAL SAVINGS, referred to herein as "lender", is the owner and holder of a mortgage dated August 20, 1999, executed by PAUL BODIN CONSTRUCTION, INC., a Washington Corporation, (which is recorded under Auditor's File No. 1990-1900 , records of Skagit County, Washington), (which is to be recorded concurrently herewith).
- 3. PAUL BODIN CONSTRUCTION, INC., a Washington Corporation, 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 supersede 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 the undersigned.

Dated: August 20, 1999

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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.

PAUL BODIN CONSTRUCTION, INC.

PALMER BODIN

State of California

County of

I certify that I know or have satisfactory evidence that RONALD R. WEBB & NANCY J. WEBB is/are the person(s) who appeared before me, and said person(s) acknowledged that they signed this instrument and acknowledged it to be their free and voluntary act for the uses and purposes mentioned in this instrument.

Dated

JEAN A. CRANDALL

NOTICE: THIS SUBORDINATION AGREEMENT CONTAINS A PROVISION WHICH ALLOWS THE PERSON OBLIGATED ON YOUR REAL PROPERTY SECURITY TO OBTAIN A LOAN, A PORTION

State of Washington County of Skagit

} ss.

I certify that I know or have satisfactory evidence that PALMER BODIN is/are the person(s) who appeared before me, and said person(s) acknowledged that he signed this instrument, on oath stated that he is authorized to execute the instrument and acknowledged it as President of PAUL BODIN CONSTRUCTION, INC. to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Notary Public in and for the State of

California, residing at _ My appointment expires:

Dated:	
	JEAN A. CRANDALL
	Notary Public in and for the State of
	Washington, residing at
	My appointment expires:

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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.

RONALD R. WEBB	PAUL BODIN CONSTRUCTION, INC.
NANCY J. WEBB	PALMER BODIN
NANCY J. WEBB is/are the pe person(s) acknowledged that the it to be their free and volunta in this instrument. Dated	tisfactory evidence that RONALD R. WEBB & rson(s) who appeared before me, and said ey signed this instrument and acknowledged ry act for the uses and purposes mentioned JEAN A. CRANDALL Notary Public in and for the State of California, residing at My appointment expires:
is/are the person(s) who ap acknowledged that he signed t authorized to execute the inst	his instrument, on oath stated that he is rument and acknowledged it as President of to be the free and voluntary act of such

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STATE OF CALIFORNIA COUNTY OF MADERA

ON 8-24-99 BEFORE ME, MARY DAY, NOTARY PUBLIC PERSONALLY APPEARED RONALD R. WEBB AND NANCY J. WEBB

PERSONALLY KNOWN TO ME (OR PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE) TO BE THE PERSONS WHOSE NAMES ARE SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT THEY EXECUTED THE SAME IN THEIR AUTHORIZED CAPACITIES AND THAT BY THEIR SIGNATURES ON THE INSTRUMENT THE PERSONS, OR THE ENTITY UPON BEHALF OF WHICH THE PERSONS ACTED, EXECUTED THE INSTRUMENT.

WITNESS MY HAND AND OFFICIAL SEAL.

MARY DAY

MARY DAY
Comm. # 1179721
NOTARY PUBLIC- CALIFORNIA
Madera County
My Comm. Expires April 21, 2002