

WHEN RECORDED RETURN TO:

Name: Boeing Employees' Credit Union
Address: P.O. Box 97050
City, State, Zip Seattle, WA 98124



200006230111

Kathy Hill, Skagit County Auditor
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Island Title Company

SUBORDINATION AGREEMENT

ISLAND TITLE CO.

B16274 ✓

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. Boeing Employees Credit Union referred to herein as "subordinator", is the owner and holder of a mortgage dated June 15, 2000 which is recorded in volume _____ of Mortgages, page _____, under auditor's file No. 200006200036 records of Skagit County.
2. Boeing Employees Credit Union referred to herein as "lender" is the owner and holder of the mortgage dated June 15, 2000, executed by BRETT M. MCLEOD AND SHANNON E. MCLEOD, husband and wife (which is recorded in volume _____ of Mortgages, page _____, under auditor's file no. 200006200035, records of Skagit County (which is to be recorded concurrently herewith).
3. BRETT M. MCLEOD AND SHANNON E. MCLEOD, husband and wife 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 undersigned.

Executed this 16 TH day of June, 2000

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.

BRETT M. MCLEOD

SHANNON E. MCLEOD

BOEING EMPLOYEES CREDIT UNION

Lucia Robinson

Manager Loan Administration

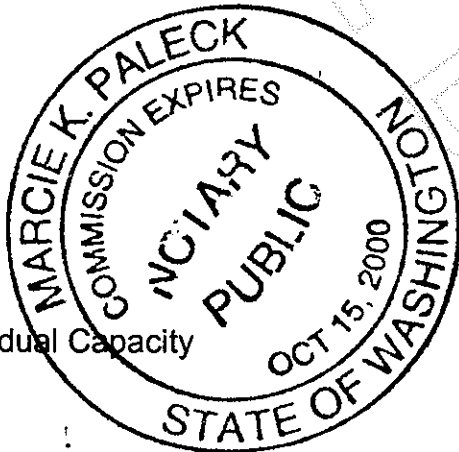
Lucia Robinson, Manager Loan Admin.

STATE OF WASHINGTON

COUNTY OF SKAGIT

I certify that I know or have satisfactory evidence that BRETT M MCLEOD
SHANNON E. MCLEOD is the person who appeared before
me, and said person acknowledged that THEY
signed this instrument and acknowledged it to be THEIR free and voluntary act for
the uses and purposes mentioned in the instrument.

DATED: June 16 2000



A-7 -Individual Capacity

Marcie K. Paleck
Notary Public

My appointment expires
Oct. 15 2000

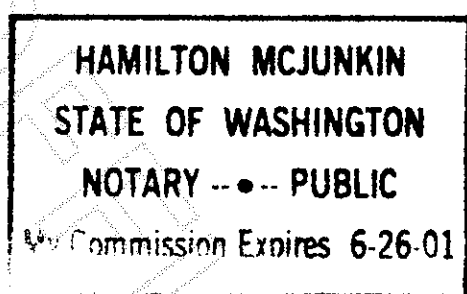
MARCIE K. PALECK

STATE OF WASHINGTON

COUNTY OF King

I certify that I know or have satisfactory evidence that
Lucia Robinson is
the person who appeared before me, and said person acknowledged that
she signed this instrument, on oath stated that
she was authorized to execute the instrument and acknowledged it
as Manager
of Loan Administration, Boeing Employees' Credit Union
to be the free and voluntary act of such party for the uses and purposes mentioned in the
instrument.

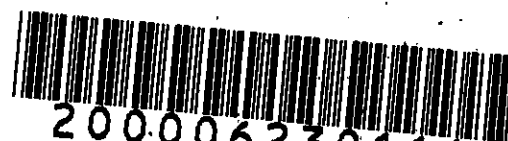
DATED: 21 JUN 2000



A-7 -Representative Capacity

Hamilton McJunkin
Notary Public

My appointment expires
6-26-01



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Kathy Hill, Skagit County Auditor
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