AFTER RECORDING MAIL TO:

Washington Federal-Mount Vernon P.O. Box 639 / 317 2nd Street Mount Vernon, WA 98273



11/3/2000 Page 1 of 2 1:54:45PM

Filed for Record at Request of

Land Title Company of Skagit County

Escrow Number: P-93225-E

LAND TITLE COMPANY OF SKAGIT COMPANY Subordination Agreement

Reference Number(s):

Grantor(s): WILLIAM H. FLACK and JOYCE E. FLACK, husband and wife

Grantee(s): WASHINGTON FEDERAL SAVINGS

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.

1.	The undersigned subordinator and owner agrees as follows: WILLIAM H. FLACK and JOYCE E. FLACK, husband and wife			
	referred to herein as "subordinator", is the owner and	d holder of a mortgage d	lated October	12, 2000,
	which is recorded in volume	of Mortgages	s, page	
	under auditor's file No. 200011030061,	records of Skagit		County.
2.	WASHINGTON FEDERAL SAVINGS			
	referred to herein as "lender", is the owner and holder	er of a mortgage dated	OCTOBER 13	, 2000
	executed by LANDED GENTRY DEVELOPMENT,	INC.		
	(which is recorded in volume	of Mortgages, page		, under
	auditor's file No. 20011030060 records of	Skagit	County)	(which is to
	he recorded concurrently herewith)			

3. LANDED GENTRY DEVELOPMENT INC.

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

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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 3rd day of November 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. Landed Centry Development, Kendall D. Gentry, President STATE OF WASHINGTON SS: County of SKAGIT I certify that I know or have satisfactory evidence that WILLIAM H. FLACK and JOYCE E. FLACK is the person s who appeared before me, and said acknowledged that they signed this instrument and acknowledged it to be they free and person s voluntary act for the uses and purposes mentioned in the instrument. Dated: OCTOBER November 3, 2000 Candace M. Taylor

Notary Public in and for the State of WASHINGTON

Residing at MOUNT VERNON

My appointment expires: 1/01/2001

