



200101310107

Skagit County Auditor

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AFTER RECORDING MAIL TO:

Land Title Company of Skagit County
2801 Commercial Ave.
Anacortes, WA 98221

Filed for Record at Request of
Land Title Company of Skagit County
Escrow Number: PA-95510-E

LAND TITLE COMPANY OF SKAGIT COUNTY

Subordination Agreement

Reference Number(s):

Grantor(s): THOMAS B. BULLOCK, Trustee of The BULLOCK FAMILY TRUST

Grantee(s): WASHINGTON FEDERAL

Abbreviated Legal: Lot 3 of AN SP 96-004 in 25-35-1 E W.M.

Assessor's Parcel No.: P113421/350125-2-016-0205

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. THOMAS B. BULLOCK, Trustee of The BULLOCK FAMILY TRUST, established June 24, 1996

referred to herein as "subordinator", is the owner and holder of a mortgage dated January 29, 2001 which is recorded in volume _____ of Mortgages, page _____ under auditor's file No. 200101310106, records of SKAGIT County.

2. WASHINGTON FEDERAL

referred to herein as "lender", is the owner and holder of a mortgage dated Jan. 30, 2001 executed by RUSTAD CONSTRUCTION, INC. a Washington Corporation (which is recorded in volume _____ of Mortgages, page _____, under auditor's file No. 200101310105 records of SKAGIT County) (which is to be recorded concurrently herewith).

3. RUSTAD 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 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 30 day of January, 2001

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.

Thomas B. Bullock
THOMAS B. BULLOCK

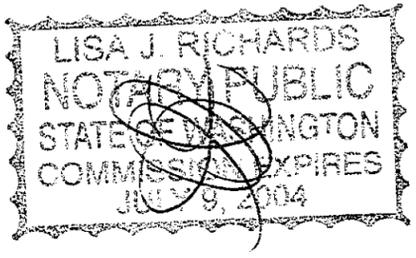
Rustad Construction, Inc.

By: Monte Rustad, Pres,
Monte Rustad, President

STATE OF Washington }
County of Skagit } SS:

I certify that I know or have satisfactory evidence that Thomas B. Bullock signed this instrument, on oath stated that he authorized to execute the instrument and acknowledged it as the Trustee of The Bullock Family Trust to be the free and voluntary act of such party for the uses and purposes mentioned in this instrument.

Dated: January 30, 2001



Lisa J. Richards
Notary Public in and for the State of Washington
Residing at Mount Vernon
My appointment expires: July 9, 2004



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