

AFTER RECORDING MAIL TO:

Peoples Bank-Meridian
4183 Meridian St., 2nd Floor
Bellingham, WA 98226



200103280056
, Skagit County Auditor

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Filed for Record at Request of
Land Title Company of Skagit County
Escrow Number: P-95875-E

LAND TITLE COMPANY OF SKAGIT COUNTY

Subordination Agreement

Reference Number(s):

Grantor(s): Peoples Bank

Grantee(s): Peoples Bank

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. Peoples Bank

referred to herein as "subordinator", is the owner and holder of a mortgage dated March 26, 2001 which is recorded in volume _____ of Mortgages, page _____ under auditor's file No. 200103280055, records of Skagit County.

2. Peoples Bank

referred to herein as "lender", is the owner and holder of a mortgage dated March 10, 2001 executed by Brent W. Brooks and Julie A. Brooks, husband and wife (which is recorded in volume _____ of Mortgages, page _____, under auditor's file No. 200103280054 records of Skagit County) (which is to be recorded concurrently herewith).

3. BRENT W. BROOKS and JULIE A. BROOKS, 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 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 28th day of March, 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.

Peoples Bank

Carolyn Lloyd
Carolyn Lloyd, Loan Officer

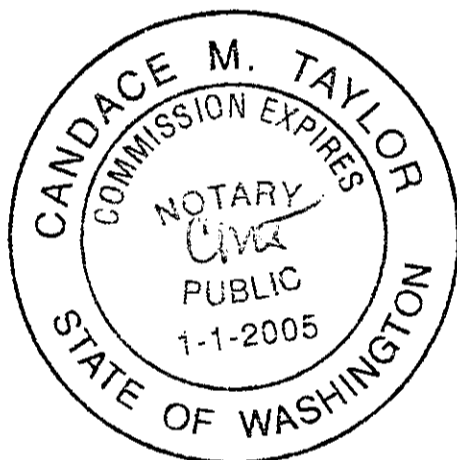
STATE OF WASHINGTON
County of SKAGIT

SS:

I certify that I know or have satisfactory evidence that CAROLYN LLOYD
is the person who appeared before
me, and said person acknowledged that she signed this instrument, on oath stated that she is
authorized to execute the instrument and acknowledge it as the Loan Officer
of PEOPLES BANK

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

Dated: MARCH 28TH, 2001



Candace M. Taylor
Candace M. Taylor

Notary Public in and for the State of WASHINGTON

Residing at MOUNT VERNON

My appointment expires: 1/01/2005



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, Skagit County Auditor

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