



, Skagit County Auditor 4/5/2001 Page 1 of 2 3:41:05PM

Name First American Title of Skagit County Address 160 Cascade Place Suite 104 City, State, Zip Burlington, WA 98233 B63760

Filed for Record at Request of First American Title of Skagit County

ORIGINAL FIRST AMERICAN TITLE CO.

Subordination Agreement B63760 E-4

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.	REGENCE BLUESHIELD, a Washington corporation referred to herein as "subordinator", is the owner	r and holder
	of a mortgage dated March 28, 2001, which is recorded in volume of Mortgages, page	, under
	auditor's file No. 200104050 110, records of SKAGIT County.	ih
2.	BANK OF AMERICA referred to herein as "lender", is the owner and holder of a mortgage dated M	arch <u>28'</u> ,

2. BANK OF AMERICA referred to herein as "lender", is the owner and holder of a mortgage dated March 33, 2001, executed by COMMUNITY MENTAL HEALTH SERVICES, a Washington corporation (which is recorded in volume of Mortgages, page, under auditor's file No. 200104050109, records of SKAGIT County) (which is to be recorded concurrently herewith).

- 3. **COMMUNITY MENTAL HEALTH SERVICES, 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 March, 2001

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.

REGENCE BLUESHIELD	COMMUNITY MENTAL HEALTH SERVICES
Jan 1 A Mu	Mulife
BY: JAMES F. WELLS, Cuthory of	DEAN T. WIGHT, CHIEF FINANICAL OFFICER
agent	
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I certify that I know or have satisfactory evidence that Dean T. Wight is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he is authorized to execute the instrument and acknowledged it as the Chief Financial Officer of Community Mental Health Services to be the free and voluntary act of such party for the uses and purposes mentioned in this instrument.

Dated: March 7

Reynolds

Notary Public in and for the State of Washington

Residing at Mount Vernon

My appointment expires: August 9, 2001

STATE OF WASHINGTON **COUNTY OF Skagit**

I certify that I know or have satisfactory evidence that James F. Wells is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he is authorized to execute the instrument and acknowledged it as the futherup Mounds Regence BlueShield to be the free and voluntary act of such party for the uses and purposes mentioned in this instrument.

Dated: March

Notary Pablic in and for the State of Washington

Residing at Mount Vernon

My appointment expires: August 9, 2001

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