



200109060038

Skagit County Auditor

9/6/2001 Page 1 of 2 9:45:27AM

Name First American Title
 Address P O BOX 1667
 City, State, Zip Mount Vernon, WA 98273

SUBORDINATION AGREEMENT

FIRST AMERICAN TITLE CO.

Reference # (If applicable): _____
 Grantor(s): (1) Sedro Woolley Land Co. LLC (2) Foxhall Company LLC
 Grantee(s): (1) Sea Power Carpenter Ltd. (2) _____
 Additional Grantor(s) on pg. _____ Additional Grantee(s) on pg. _____
 Legal Description (abbreviated): Section 18, Township 35, Range 5; Ptn NW1/4-NE 1/4 aka
Parcel 1 Survey 20-131 Additional legal(s) on page _____
 Assessor's Tax Parcel ID# R39358

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. SeaPower Carpenter Ltd. referred to herein as "subordinator", is the owner and holder of a mortgage dated April 28, 19 98, which is recorded in volume _____ of Mortgages, page _____, under auditor's file No. 9806180062 records of Skagit County.
2. Whidbey Island Bank referred to herein as "lender", is the owner and holder of a mortgage dated 8-16-01, executed by _____ (which is recorded in volume _____ of Mortgages, page _____, under auditor's file No. 200108210036 records of _____ County) (which is to be recorded concurrently herewith).
3. Sedro Woolley Land Co. LLC & Foxhall Company LLC 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 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 17th day of August 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.

S-W Land Co. LLC

Fred Fleming, Member Managing Member
The Foxhall Company LLC

Fred Fleming, Member Managing Member
 as agent only for FOXHALL COMPANY LLC,
 and not personally

Seapower Carpenter Ltd.

JAMES B. JONES,

(Acknowledgment on reverse)



State of California

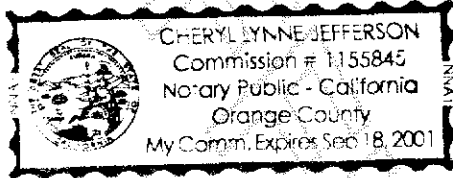
County of Orange

On August 21, 2001 before me, Cheryl Lynne Jefferson, Notary
Date Name and Title of Officer (e.g., "Jane Doe, Notary Public")

personally appeared James B. Jones
Name(s) of Signer(s)

Sworn and subscribed to me

☒ personally known to me - OR - ☐ proved to me on the basis of satisfactory evidence to be the person whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/~~she~~/they executed the same in his/~~her~~/their authorized capacity(ies), and that by his/~~her~~/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



WITNESS my hand and official seal.

Cheryl Lynne Jefferson
Signature of Notary Public

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: Subordination Agreement

Document Date: August 21, 2001 Number of Pages: 2

Signer(s) Other Than Named Above: James B. Jones

Capacity(ies) Claimed by Signer(s)

* Signer's Name: [Signature]

- ☐ Individual
☒ Corporate Officer
Title(s): E.U.P.
☐ Partner — ☐ Limited ☐ General
☐ Attorney-in-Fact
☐ Trustee
☐ Guardian or Conservator
☐ Other: _____

Signer Is Representing: _____

RIGHT THUMBPRINT
OF SIGNER
Top of thumb here

Signer's Name: _____

- ☐ Individual
☐ Corporate Officer
Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Attorney-in-Fact
☐ Trustee
☐ Guardian or Conservator
☐ Other: _____

Signer Is Representing: _____

RIGHT THUMBPRINT
OF SIGNER
Top of thumb here

200109060038
Skagit County Auditor
9/6/2001 Page 2 of 2 9:45:27AM