

AFTER RECORDING MAIL TO:

Name Horizon Bank

Address P.O. Box 580

City, State, Zip Bellingham WA 98227

Filed for Record at Request of: 055-2206



200112210129  
Skagit County Auditor

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LAND TITLE COMPANY OF SKAGIT COUNTY

S-99112

**SUBORDINATION AGREEMENT**

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. Horizon Bank referred to herein as "subordinator," is the owner and holder of a mortgage dated 10-7-98, which is recorded in volume \_\_\_\_\_ of Mortgages, page \_\_\_\_\_ under auditor's file No. 9810090095, records of Skagit County.
2. Horizon Bank referred to herein as "lender," is the owner and holder of a mortgage dated 12-17-01, executed by Vernon J Hertz & Jeanie M Hertz (which is recorded in volume \_\_\_\_\_ of Mortgages, page \_\_\_\_\_ under auditor's file No. \*\*, records of Skagit County) (which is to be recorded concurrently herewith).
3. Vernon J & Jeanie M Hertz referred to herein as "owner," is the owner of all the real property described in the mortgage identified above in Paragraph 2. **\*\* 200112210128**
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 supersede 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 17 day of December, 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.

By Maria A Collins  
By Maria A Collins  
By Vernon J Hertz  
By Jeannie M Hertz  
By Dale Oliver  
By Jeannie M Hertz

STATE OF Washington  
COUNTY OF Skagit  
I certify that I know or have satisfactory evidence that  
Vernon J Hertz & Jeannie M Hertz

(s/are) the person(s) who appeared before me, and said person(s) acknowledged that (he/she/they) signed this instrument and acknowledged it to be (his/her/their) free and voluntary act for the uses and purposes mentioned in this instrument.

Dated: December 19, 2001



STATE OF Washington  
COUNTY OF Whatcom  
I certify that I know or have satisfactory evidence that Marie A Collins & Dale Oliver

(is/are) the person(s) who appeared before me, and said person(s) acknowledged that (he/she/they) signed this instrument, on oath stated that (he/she/they) were authorized to execute the instrument and acknowledged it as the Asst. Vice-Presidents of Horizon Bank

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

Dated: December 17, 2001



Notary Public in and for the state of Washington  
Residing at Bellingham  
My appointment expires: 03-08-04



Skagit County Auditor