

WHEN RECORDED RETURN TO:

Name: Island Title Company  
Address: PO Box 670  
City, State, Zip Burlington WA 98233



200201240206  
Skagit County Auditor

1/24/2002 Page 1 of 2 11:59AM

# Island Title Company

ISLAND TITLE CO.

B19426✓

## 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. Robert J. McCauley referred to herein as "subordinator", is the owner and holder of a security lien dated January 17, 2002 which is recorded in volume      of Mortgages, page     , under auditor's file No. 200201~~240206~~<sup>23</sup> records of Skagit, County.
2. Centex Home Equity referred to herein as "lender" is the owner and holder of the mortgage dated January<sup>23</sup>, 2002, executed by BRAD O. PINNEKE, a married man as his separate estate (which is recorded in volume      of Mortgages, page     , under auditor's file no. 200201240205, records of Skagit County (which is to be recorded concurrently herewith).
3. BRAD O. PINNEKE 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 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 22 day of January, 2002

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.

Brad O Pinneke  
Brad O. Pinneke, Borrower

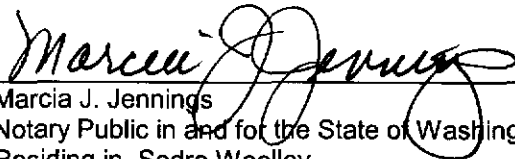
Robert J McCauley  
Robert J. McCauley, Beneficiary

STATE OF WASHINGTON

COUNTY OF SKAGIT

I certify that I know or have satisfactory evidence that Brad O. Pinneke the persons who appeared before me, and said person acknowledged that he signed this instrument and acknowledged it to be his free and voluntary act for the uses and purposes mentioned in the instrument.

DATED: January 23, 2002

  
Marcia J. Jennings  
Notary Public in and for the State of Washington  
Residing in Sedro Woolley  
My appointment expires 10/5/2004

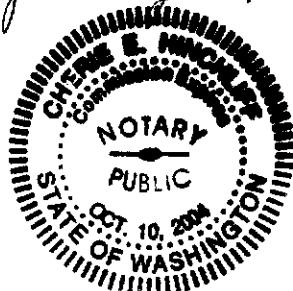
STATE OF WASHINGTON

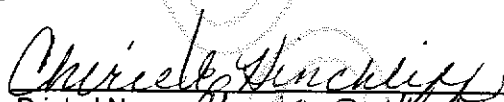
COUNTY OF COLUMBIA

I certify that I know or have satisfactory evidence that Robert J. McCauley the persons who appeared before me, and said person acknowledged that he signed this instrument and acknowledged it to be his free and voluntary act for the uses and purposes mentioned in the instrument.

DATED: January 22, 2002

DATED: January 22, 2002



  
Printed Name: Cherie E. Hinchliff  
Notary Public in and for the State of Washington  
Residing in DAYTON, WA 99328  
My appointment expires 10-10-2004



200201240206

Skagit County Auditor