

WHEN RECORDED RETURN TO

Name Beneficial MortgageAddress 1212 S. Burlington Blvd.City, State, Zip Burlington, WA 98233
**LAND TITLE
COMPANY**

FILED FOR RECORD AT REQUEST OF

S-99606

LAND TITLE COMPANY OF SKAGIT COUNTY


 200201240271
 Skagit County Auditor

1/24/2002 Page 1 of 1 3:28PM

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. Beneficial Washington, Inc. referred to herein as "subordinator", is the owner and holder of a mortgage dated 12/18/01, which is recorded in volume 200112190120 of Mortgages, page 1, under auditor's file No. *, records of Skagit County.
2. Beneficial Mortgage Corporation referred to herein as "lender" is the owner and holder of a mortgage dated 12/18/01, executed by Estol Mahala & Martha Mahala (which is recorded in volume 200112190121 of Mortgages, page 1, under auditor's file No. 200112190121, records of Skagit County (which is to be recorded concurrently herewith).
3. Estol Wade Mahala & Martha A. Mahala 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 there under, 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 18th 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

Teresa D. Winans
 Beneficial Washington, Inc

STATE OF WASHINGTON

COUNTY OF SKAGIT } ss.

On this day personally appeared before me

TERESA D. WINANS
 to me known to be the individual described in and who
 executed the within and foregoing instrument, and acknowl-
 edged that SHE signed the same as
 free and voluntary act and deed, for the uses and purposes
 therein mentioned.
GIVEN under my hand and official seal this 18th day of JANUARY, 2002
Adrian Bojorquez Horn
 Notary Public in and for the State of Washington,
 residing at MARYSVILLE WA
 My appointment expires: 04-29-05

STATE OF WASHINGTON

COUNTY OF Skagit } ss.
 On this 18th day of JANUARY, before me, the undersigned, a
 Notary Public in and for the State of Washington, duly commissioned and
 sworn, personally appeared TERESA D. WINANS
Branch Manager
 to me known to be the BENEFICIAL MORTGAGE the corporation that
 executed the foregoing instrument, and acknowledged the said instrument to
 be the free and voluntary act and deed of said corporation, for the uses and
 purposes therein mentioned, and on oath stated that XXXX
 authorized to execute the said instrument and that the seal affixed is the
 corporate seal of said corporation.

Witness my hand and official seal hereto affixed the day and year first above written.

Adrian Bojorquez Horn
 Notary Public in and for the State of Washington,
 residing at MARYSVILLE WA
 My appointment expires: 04-29-05

LT Sub Agr (11/96)

