

## WHEN RECORDED RETURN TO:

Name:

Washington Mutual Bank dba Western Bank

Address:

PO Box 429; 720 South Burlington Boulevard

City, State, Zip: Burlington, WA 98233

FIRST AMERICAN TITLE CO. 8 % 64322

## 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. ALVIN SPARKS: JEFFREY S. HODGIN, AS Trustee for KITTY HODGIN; JAMES NEFF; PAT GOOD; KAREN KESSERLING and RONALD E. KESSELRING referred to herein as "subordinator", is the owner and holder of a mortgage dated MAY 27, 1994 which is recorded in volume 1335 of Mortgages, page 0444, under auditor's file No. \_9405270163\_records of \_SKAGIT\_ County.
- WASHINGTON MUTUAL BANK referred to herein as "lender" is the owner and holder of the mortgage dated JUNE 19, 2002, executed by TRIPLE J ENTERPRISES, A WASHINGTON GENERAL PARTNERSHIP\_ (which is recorded under auditor's file no. 200207290140\_, records of Skagit County).
- 3. LARRY R. JENSEN, a single man; MICHAEL J. JENSEN and CATHERINE L. JENSEN, husband and wife; and TRIPLE J ENTERPRISES, a Washington General Partnership composed of LARRY R. JENSEN; MICHAEL L. JENSEN AND CATHERINE J. JENSEN 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 which 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	AUGUST_loday	of _	_, 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.

appower of Attorney For the Min Garks, Pat 6000, Karen Kenelving, & Fonald Fesselving.

And also individually for himself.

200208090166

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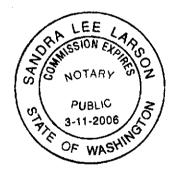
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## ACKNOWLEDGMENT - Self and Attorney in Fact

STATE OF WASHINGTON	)
	) ss.
County of Skagit	)

On this 1st day of August, 2002, before me personally appeared James Neff to me known to be the individual described in and who executed the foregoing instrument for himself and as Attorney in Fact for ALVIN SPARKS; PAT GOOD; KAREN KESSERLING and RONALD E. KESSELRING and as acknowledged that he signed and sealed the same as his free and voluntary act and deed for himself and also as his free and voluntary act and deed as Attorney in Fact for said principal for the uses and purposes therein mentioned, and on oath stated that the Power of Attorney authorizing the execution of this instrument has not been revoked and that the said principal is now living, and is not incompetent.

Given under my hand and official seal the day and year last above written.



Notary Public in and for the State Of Washington, residing at Mount Vernon

My Appointment Expires: March 11, 2006

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ACKNOWLEDGMENT	— F	REPRESENTATIVE	CAPACITY
State of Washington	)		
	)	SS.	
County of Skagit	)		

I certify that I know or have satisfactory evidence that \_Jeffrey S. Hodgin\_ is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as the \_Trustee\_\_ of \_Kitty Hogdin\_ to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

GIVEN under my hand and official seal the day and year last above written.

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200208090166 Skagit County Auditor 8/9/2002 Page 4 of 5 3:24PM James Neff executed this document acting individually and with Power of Attorney for <u>ALVIN SPARKS</u>; <u>PAT GOOD</u>; <u>KAREN KESSERLING and RONALD E. KESSELRING</u>.

Sandra L. Larson

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