

WHEN RECORDED RETURN TO

Name SKAGIT STATE BANK

Address P O BOX 285

City, State, Zip BURLINGTON, WA 98233



**LAND TITLE
COMPANY**

FILED FOR RECORD AT REQUEST OF

LAND TITLE COMPANY OF SKAGIT COUNTY

P-102678



200209230166

Skagit County Auditor

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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. NORTHWEST HARDWOODS, A MEYERHAEUSER COMPANY referred to herein as "subordinator", is the owner and holder of a mortgage dated 9/6/00, which is recorded in volume 200009110444 of Mortgages, page 1, under auditor's file No. 200009110444 of SKAGIT County.
2. SKAGIT STATE BANK referred to herein as "lender" is the owner and holder of a mortgage dated 8/2/2002, executed by Thomas J Swartz & Elizabeth Swartz (which is recorded in volume 200209230165 of Mortgages, page 1, under auditor's file No. 200209230165 records of SKAGIT County (which is to be recorded concurrently herewith).
3. CHRISTOPHER B. TURNER, ASSUMED BY MR. & MRS. THOMAS SWARTZ 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 work "mortgage" appears herein it shall be considered as "deed of trust", and gender and number of pronouns considered to conform to undersigned.

Executed this 26th day of July 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.

J. P. MONKS
Resource Mng'r. NW HARDWOODS

STATE OF WASHINGTON

COUNTY OF Snohomish

ss.

On this day personally appeared before me

to me known to be the individual described in and who executed the within and foregoing instrument, and acknowledged that Resource Mng'r. NW HARDWOODS signed the same as Resource Mng'r. NW HARDWOODS free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this 26th day of July 2002

Notary Public in and for the State of Washington,
residing at Burlington, WA
My appointment expires: 9-5-02

STATE OF WASHINGTON

COUNTY OF Snohomish

ss.

On this 26th day of July, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared J. P. Monks and

to me known to be the Resource Manager and Secretary, respectively of NW HARDWOODS, 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 Resource Manager 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

Kay E. Dineen
Notary Public in and for the State of Washington,
residing at Burlington, WA
My appointment expires: 9-5-02

LT Sub Agr (11/96)