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AFTER RECORDING MAIL TO:

Name

Pacific Northwest Bank

Address

PO Box 2129

City, State, Zip Oak Harbor WA 98277

Filed for Record at Request of

Island Title Co.

Loan Number # 5620020486

C25302 ✓

AE8812A

## 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. Pacific Northwest Bank Referred to herein as "subordinator," is the owner and holder of a mortgage dated December 17, 2001 which is recorded in volume of Mortgages, page under auditor's file no. 200112200124, records of
- 2. Fed Mtg Co, Inc Referred to herein as "lender," is the owner and holder of a mortgage dated 1-17-03 executed by Thomas Bayschmith and Cathy Bayschmith (which is recorded in volume N/A of Mortgages, page N/A, under auditor's file no. 200301230 | 9 | records of Skagitounty) (which is to be recorded concurrently herewith.
- 3. Thomas Bayschmith and Cathy Bayschmith 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 line 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 hereto, 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 the 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 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 the undersigned.

RECOMMENDED THAT, PRIOR TO THE EXECUTION OF THIS SUBORDINATION AGREEMENT, THE PARTIES CONSULT WITH THEIR ATTORNEYS WITH RESPECT THERETO. STATE OF COUNTY OF I certify that I know or have satisfactory evidence that \_\_\_ \_ the person \_\_\_\_\_ who appeared before me, and said person \_\_\_\_\_ signed this instrument and acknowledged it to be acknowledged that \_\_\_\_\_ free and voluntary act for the uses and purposes mentioned in the instrument. Dated: \_\_\_\_\_ Notary Public in and for the State of \_\_\_\_\_ Residing at \_\_\_\_ My appointment expires: STATE OF WASHINGTON COUNTY OF 25LAND day of ANUARY before me, the undersigned, a Notary Public in and for the State of WASHILLTE duly commissioned and sworn, personally appeared STEVE MELLS Vice President and Vice President, respectively, of Pacific Northwest Bank, 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 they are 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 da Notary Public in and for the State of **NOTARY PUBLIC** Residing at STATE OF WASHINGTON My appointment expires: \_\_\_ JUANITA M. TERWILLIGER My Appointment Expires MAY 10, 2006 LPB-35 11/96 Page 2 of 2

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

200301230192 Skagit County Auditor

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