AFTER RECORDING MAIL TO: Land Title Company 2801 Commercial Avenue, Suite #2 Anacortes, WA 98221 200302070013 Skagit County Auditor

2/7/2003 Page

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2 8:48AM

Filed for Record at Request of : Land Title Company Of Skagit County Escrow Number: PA-104410-E

LAND TITLE COMPANY OF SKAGIT COUNTY

Subordination Agreement

Reference Number(s): 200203050166 Grantor(s): Golf Savings Bank Grantee(s): Bank of America

Abbreviated Legal: Tract 43, Anaco Beach Assessor's Parcel No.: P61852/3858-000-043-0006

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. GOLF SAVINGS BANK, a Washington Stock Savings Bank referred to herein as "subordinator", is the owner and holder of a mortgage dated February 22, 2002 of Mortgages, page which is recorded in volume County. , records of Skagit under auditor's file No. 200203050166 BANK OF AMERICA, N.A. 2. referred to herein as "lender", is the owner and holder of a mortgage dated January 23, 2003 executed by RICHARD A. LUDWIGSEN AND ROZETTA S. LUDWIGSEN of Mortgages, page (which is recorded in volume auditor's file No. 20030207 00 12 County) (which records of Skagit is to be recorded concurrently herewith).

- 3. RICHARD A. LUDWIGSEN AND ROZETTAS. LUDWIGSEN, HUSBAND AND WIFE 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 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 $\frac{28}{28}$ day of $\frac{\sqrt{14}}{\sqrt{14}}$	1R4, 2003
NOTICE: THIS SUBORDINATION CONTAIN	S A PROVISION WHICH ALLOWS THE PERSON ECURITY TO OBTAIN A LOAN A PORTION OF
WHICH MAY BE EXPENDED FOR OTHER PU	JRPOSES THAN IMPROVEMENT OF THE LAND. THE EXECUTION OF THIS SUBORDINATION
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EVP	
STATE OF Mashington	3
County of Me hemis he I certify that I know or have satisfactory ev	SS: DENNIS O'LEARY the person who appeared before
me, and said person acknowledged that	the person who appeared before signed, this instrument, on part stated 12 14
anthorized to execute the instrument and is	Frecutine Mice - tresident
orthy	Shiring Bank
to be the free and voluntary act of such party for the	uses and purposes menuoned in this institution.
Dated: Minaky 28 2013	6 1
GIGIA S. MACKAY	Atheria S. Shortay
A DIBLIOR	otary Public in and for the State of
& STATE WOOLDN EXPIRES & R	esiding at Campade 1
OOVMISSING 2003	y appointment expires: 9/9/13
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