AFTER RECORDING MAIL TO: Wells Fargo Escrow Company 1509-A Riverside Drive Mt. Vernon, WA 98273-2443



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Filed for Record at Request of : Wells Fargo Escrow Company Escrow Number: 04-00819-03

LAND TITLE COMPANY OF SKAGIT COUNTY

Subordination Agreement

105161

Reference Number(s): 200104030057/90-889-621-9 Grantor(s): Union Federal Bank of Indianapolis

Grantee(s): Bryan Robert Kay and Kathryn Mowat Kay

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. Union Federal Bank of Indianapolis referred to herein as "subordinator", is the owner and holder of a mortgage dated which is recorded 4/3/2001 of Mortgages, March 22, 2001 200104030057 County under auditor's file , records of Skagit 2. Wells Fargo Home Mortgage, Inc. referred to herein as "lender", is the owner and holder of a mortgage dated 2003 Feb. 24, of Mortgages, which is recorded in volume County (which 200303030005 records auditor's file Skagit is to be recorded concurrently herewith).
- 3. Bryan Robert Kay and Kathryn Mowat Kay, 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 supercode 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 Fehruary , 2003

NOTICE: THIS SUBORDINATION 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 THEIR ATTORNEYS WITH RESPECT THERETO.

Mais Suddleston	ButMung
DORIS HUDDLESTON WITNESS	BETH MUBERG, Vice President
WITNESS	
STATE OF Indiana	,
STATE OF Indiana County of Marion	} SS:
I certify that I know or have satisfactory evide	ence that Both Mishung
signed this instrument on oath and stated that to execute the instrument and acknowledge it	as the Vice President
of thion healest to	the uses and purposes mentioned in this instrument.
Dated: 2-28-03	angele M Frozett
ANGELA M. PROFITT	Notary Public in and for the State of <u>Indiane</u> Residing at Marion
Res. of Marion County Comm. Exp.: 08-31-09	My appointment expires: 8-31-09



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