AFTER RECORDING MAIL TO:

Name Horizon Bank

Address PO Box 580

200307310099

Skagit County Auditor 7/31/2003 Page 1 of

2 11:20AM

City, State, Zip Bellingham, WA 98227

Filed for Record at Request of:

SUBORDINATION AGREEMENT FIRST AMERICAN HITE 74455-2

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. <u>Horizon Bank</u> referred to herein as "subordinator," is the owner and holder of a mortgage dated <u>September 30 1998</u> which is recorded in volume ______ of Mortgages, page _____under auditor's file No. <u>9810010043</u>, records of <u>Skagit</u> County.
- 2. <u>Horizon Bank</u> referred to herein as "lender," is the owner and holder of a mortgage dated July 30, 2003 exceuted by James D Pittis and Rochelle R Pittis (which is recorded in volume _______ of Mortgages, page ______ under auditor's file No. No. Skagit ______ County) (which is to be recorded concurrently herewith).
- 3. James D Pittis and ______ 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 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 30th day of July 2003

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NOTICE: THIS SUBORDINATION AGREEMENT CONTAINS A PROVISION WHICH ALLOWS THE RECOMMENDED THAT, PRIOR OTHER PURPOSES THAN IMPROVEMENT OF THE LAND. IT IS 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.

MAOS: II S 10 Z 9053 Page 7/31/2003 Page Skagit County Auditor 5002012202002 My appointment expires: _ Residing at 13.0000 Monthon Notary Public in and for the state of DANDE Merrord Dated: C10/8E/L to be the free and voluntary act of such party(ies) for the uses and purposes mentioned in this instrument. instrument on oath stated that (he/she/hey) were authorized to execute the instrument and acknowledged it as (is/are) the person(s) who appeared before me, and said person(s) acknowledged that (he/she/they) signed this I certify that I know or have satisfactory evidence that Mane A-COUMES & MANE NON WASA COUNTY OF moral _ TATE OF _ andun HSVM JO My appolatment expires: _ 20151191 _____is gribited VON FW ATON Biolary Public in and for the state of Dated: -06-2 114 MUMALININ RO mentioned in this instrument. instrument and acknowledged it to be (his/her/their) free and voluntary act for the uses and purposes (is/are) the person(s) who appeared before me, and said person(s) acknowledged that (he/she/they) signed this I certify that I know or have satisfactory evidence that Jumes D& Rolling R. R. H.S. COUNTY OF **TATE OF** βλ By By Rochelle γđ βλ ि्रम vrce Pres SSUT Jane Van Voorst, Vice President By Ъу

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