200308130139 Skagit County Auditor

8/13/2003 Page

1 of

3:59PM

AFTER RECORDING MAIL TO:

Name

Pacific Northwest Bank

Address

PO Box 1649

City, State, Zip Oak Harbor WA 98277

Filed for Record at Request of

Loan Number # 977019513

R108098 CASCADE Ridge Cot 45

## 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:

- 2. Pacific Northwest Bank Referred to herein as "lender," is the owner and holder of a mortgage dated 8/8/03executed by M./N. Ptacek (which is recorded in volume. of Mortgages, page , under auditor's file no. 200908/70/38, records of Glassian County) (which is to be recorded concurrently herewith.
- 3. Michael V & Nancy K Ptacek 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.

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. STATE OF } ss COUNTY OF I certify that I know or have satisfactory evidence that \_\_ the person \_\_\_\_\_ who appeared before me, and said person \_\_\_\_\_ acknowledged that \_\_\_\_ signed this instrument and acknowledged it to be \_\_\_\_\_ 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 WHS HING TOO COUNTY OF 15 CHOLD On this /6 TTY before me, the undersigned, a Notary Public in and for the State of WWSH-WG 772 duly commissioned and sworn, personally appeared KEITH FAKMENA and WANDA HOFKAMP to me known to be the 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 day and year first above written. Notary Public in and for the State of WHS HINGTON NOTARY PUBLIC STATE OF WASHINGTON Residing at 15LAND COUNTY CHARLES E. JANSSEN My appointment expires: \_5-9-05 My Appointment Expires May 9, 2005

NOTICE: THIS SUBORDINATION AGREEMENT CONTAINS A PROVISION WHICH ALLOWS THE PERSON OBLIGATED ON YOUR REAL PROPERTY SECURITY TO OBTAIN A LOAN, A PORTION OF

LPB-35 11/96



Skagit County Auditor

8/13/2003 Page

2 of 2

2 3:59PM