



200309050100
Skagit County Auditor

9/5/2003 Page 1 of 3 11:59AM

Return Address:

LAND TITLE COMPANY OF SKAGIT COUNTY

106834

Document Title(s) (or transactions contained therein):

1. Subordination Agreement
- 2.

Reference Number(s) of Documents assigned or released:

200005100055

200309030221

on page of _____ of document

Grantor(s) (Last name, First, Middle Initial)

1. Sicklesteel, Donald and Janet A
- 2.
- 3.
4. _____ Additional names on page _____ of document.

Grantee(s) (Last name, First, Middle Initial)

1. Sicklesteel Development (Grantor)
2. Peoples Bank
- 3.
4. _____ Additional names on page _____ of document.

Legal description: (Lot, block, plat name, section-township-range)

NE SW 32-33-4 ptn Trs C&D SP 1-86

_____ Additional legal is on page _____ of document.

ASSESSOR'S Property Tax Parcel Account Number(s):

340432-0-007-0316

340432-0-007-0225

After Recording Mail to:

Name: Peoples Bank
Address: 1801 Riverside Dr.
City, State, Zip: Mount Vernon, WA 98273

Filed for Recording at Request of: **Peoples Bank**

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 OF LATER SECURITY INSTRUMENT.

the undersigned subordinator and owner agrees as follows:

1. **Donald L. and Janet A. Sicklesteel and Sicklesteels, LLC fka D & J, LLC** Referred to herein as "subordinator", is the owner and holder of a mortgage dated January 14, 2000, which is recorded under auditors file No. 200005100055, records of Skagit County.
2. **Peoples Bank** referred to herein as "lender", is the owner and holder of a Deed of Trust dated August 11, 2003, executed by **Sicklesteel Development, LLC** (which is to be recorded concurrently herewith). Recorded 9/3/03 Auditors # 200309030221
3. **Sicklesteel Development, LLC** Referred to herein as "owner", is the owner of all 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 occurring thereunder, including any extension or renewal thereof.
5. "Subordinator" acknowledge 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 mortgagee 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 4 day of September 2003.

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 RECOMMENDED THAT, PRIOR TO THE EXECUTION OF THIS SUBORDINATION AGREEMENT, THE PARTIES CONSULT WITH THEIR ATTORNEYS WITH RESPECT THERETO.

Donald L. Sicklesteel
By: Donald L. Sicklesteel

Janet A. Sicklesteel
By: Janet A. Sicklesteel

Sicklesteels, LLC

Donald L. Sicklesteel
By: Donald L. Sicklesteel
Its: Member

Janet A. Sicklesteel
By: Janet A. Sicklesteel
Its: Member



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Skagit County Auditor

STATE OF WASHINGTON, COUNTY OF Skagit

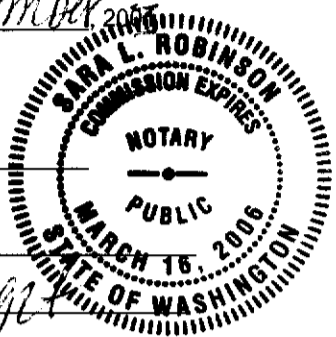
On this day personally appeared before me Donald L. Sicklesteel to me known to be the individual(s) described in and who executed the within and foregoing instrument, and acknowledged that he signed the same as his free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this 4 day of September, 2003

Sara L. Robinson
(Signature of Notary)

Notary Public in and for the State of WASHINGTON

residing at Sedro Woolley WA



STATE OF WASHINGTON, COUNTY OF Skagit

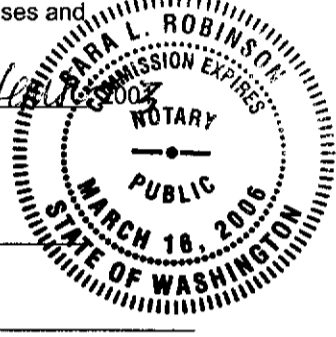
On this day personally appeared before me Janet A. Sicklesteel to me known to be the individual(s) described in and who executed the within and foregoing instrument, and acknowledged that she signed the same as her free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this 4 day of September, 2003

Sara L. Robinson
(Signature of Notary)

Notary Public in and for the State of WASHINGTON

residing at Sedro Woolley WA



STATE OF WASHINGTON, COUNTY OF Skagit

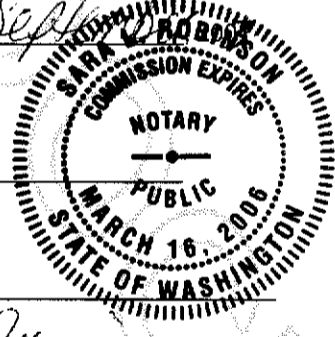
On this day personally appeared before me Donald L. Sicklesteel to me known to be the Member of Sicklesteels, LLC described in and who executed the within and foregoing instrument, and acknowledged that he signed the same as his free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this 4 day of September, 2003

Sara L. Robinson
(Signature of Notary)

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STATE OF WASHINGTON, COUNTY OF Skagit

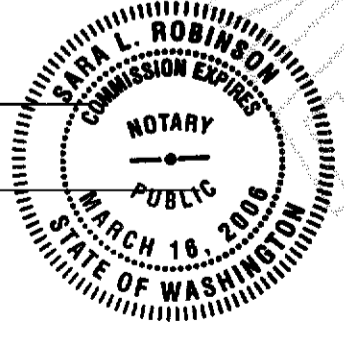
On this day personally appeared before me Janet A. Sicklesteel to me known to be the Member of Sicklesteels, LLC described in and who executed the within and foregoing instrument, and acknowledged that she signed the same as her free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this 4 day of September, 2003

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