

1/14/2004 Page

1 of

211:26AM

AFTER RECORDING MAIL

Name HORIZON BANK Address 1500 CORNWALL AVE City, State, Zip BELLINGHAM, WA 98225

Filed for Record at Request of:

SUBORDINATION AGREEMENT

76764-2

FIRST AMERICAN TITLE CO.

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:

- Horizon Bank referred to herein as "subordinator," is the owner and holder of a mortgage dated February 27, 2003 which is recorded in volume of Mortgages, page under Auditor's File No. 200303040032, records of Skagit County.
- 2. Horizon Bank referred to herein as "lender," is the owner and holder of a mortgage dated January 8, 2004 executed by MaryKay Pasnick (which is recorded in volume of Mortgage, page under Auditor's File No. 200401140060 , records of Skagit County) (which is recorded concurrently herewith.)
- 3. MaryKay Pasnick 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
- 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 assignments 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 9th day of January, 2004.

SUBORDINATION AGREEMENT, THE PARTIES CONSULT WITH THEIR ATTORNEYS WITH THE LAND, IT IS RECOMMENDED THAT, PRIOR TO THE EXECUTION OF THIS PORTION OF WHICH MAY BE EXPENDED FOR OTHER PURPOSES THAN IMPROVEMENT OF THE PERSON OBLIGATED ON YOUR REAL PROPERTY SECURITY TO OBTAIN A LOAN, A

NOTICE: THIS SUBORDINATION AGREEMENT CONTAINS A PROVISION WHICH ALLOWS

COUNTY OF Skagit STATE OF WASHINGTON Ву $\mathbf{B}^{\boldsymbol{\lambda}}$ $\mathbf{B}^{\mathbf{\lambda}}$ \mathbf{B}^{λ} Βλ MaryKay Pasnick \mathbf{B}^{λ}

(his/her/their) free and voluntary act for the uses and purposes mentioned in this instrument. me, and said person(s) acknowledged that (he/she/they) signed this instrument and acknowledged it to be I certify that I know or have satisfactory evidence that MaryKay, Pasnick (is/are) the person(s) who appeared before

My appointment expires: Residing at 21100011 Notary Public in and for the state of Washington

STATE OF WASHINGTON WHSAW 34

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COUNTY OF WHATCOM

Dated: January

authorized to execute the instrument and acknowledged it as the Assistant Vice President and Senior Vice appeared before me, and said persons acknowledged that they signed this instrument, on oath stated that they were I certify that I know or have satisfactory evidence that Marie A Collings and Tammy Barnett are the persons who

this instrument. President of Horizon Bank to be the free and voluntary act of such parties for the uses and purposes mentioned in

My appointment expires: 20-01-8 Belling ham Residing at Notary Public in and for the state of Washington

1/14/2004 Page \$ of MA32:11S Skagit County Auditor L9007LL0700Z