



200401210004

Skagit County Auditor

1/21/2004 Page

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2 8:44AM

AFTER RECORDING MAIL TO:

Name Horizon Bank
Address 1500 Cornwall Ave
City, State, Zip Bellingham, WA 98225

Filed for Record at Request of:

LAND TITLE OF SKAGIT COUNTY

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:

1. **Horizon Bank** referred to herein as "subordinator," is the owner and holder of a mortgage dated **June 17, 1997** which is recorded in volume of Mortgages, page under Auditor's File No. **9706180058**, records of **Skagit County**.
2. **Horizon Bank** referred to herein as "lender," is the owner and holder of a mortgage dated **January 16, 2004** executed by **Jimmie F Fisher** (which is recorded in volume of Mortgage, page under Auditor's File No **20040121 0003**, records of **Skagit County**) (which is recorded concurrently herewith.)
3. **Jimmie F Fisher** 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 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 20th day of January, 2004.

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.

By James F. Fisher Jimmie F. Fisher
By Marie A. Collaps Marie A. Collings
By Tammy Barnett Tammy Barnett
By _____
By _____
By _____

STATE OF WASHINGTON
COUNTY OF Skagit

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

Dated: 01-08-04
Notary Public in and for the state of Washington
Residing at MT. Vernon
My appointment expires: 08-30-06



STATE OF WASHINGTON
COUNTY OF WHATCOM

I certify that I know or have satisfactory evidence that Marie A. Collings and Tammy Barnett are the persons who appeared before me, and said persons acknowledged that they signed this instrument, on oath stated that they were authorized to execute the instrument and acknowledged it as the Assistant Vice President and Senior Vice President of Horizon Bank to be the free and voluntary act of such parties for the uses and purposes mentioned in this instrument.

Dated: January 16, 2004



Notary Public in and for the state of Washington
Residing at Bellingham
My appointment expires: 8-10-06

