



200404050132
Skagit County Auditor

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CHICAGO TITLE IC30303✓

SUBORDINATION AGREEMENT

THIS AGREEMENT made this 26 day of MARCH, 2004, in favor of PEOPLES BANK, it's successors and/or assigns, with an office at 418 GROVER STREET, LYNDEN, WA 98264 ("Lender") by KeyBank National Association, having a place of business at 4910 Tiedeman Rd. Ste B, Brooklyn, OH 44144. (Subordinate Lender")

WITNESSETH:

WHEREAS, Subordinate Lender is the owner and holder of the following mortgage/deed of trust covering the property located at 897 KOOTENAI PLACE, LA CONNER, WA 98257 and as more fully described therein ("Mortgaged Property"), and of the note or bond which said mortgage/deed of trust secures ("Subordinate Lender Note"):

- a) Mortgage/Deed of Trust dated 05/03/02, made by GORDON T GODFREY, as to a life estate: THE GODFREY FAMILY TRUST, DATED November 29, 1999, GODFREY and JANE A GODFREY, Trustors and/or Trustees, as to the remainder to KeyBank National Association, to secure the sum of \$100,000.00 recorded on Real Property in the SKAGIT County Recorder/Clerk's Office in WASHINGTON Book/Liber 200205100061 Page N/A ("Subordinate Lender Mortgage").

WHEREAS, on condition that the Subordinate Lender Mortgage/Deed of Trust be subordinated in the manner hereinafter appearing, Lender has or is about to accept a mortgage covering the Mortgaged Property, made by GORDON T GODFREY, as to a life estate: THE GODFREY FAMILY TRUST, DATED November 29, 1999, GODFREY and JANE A GODFREY, Trustors and/or Trustees, as to the remainder ("Borrower") to Lender to secure an amount not to exceed (\$95,000.00) and interest, said mortgage being hereinafter collectively referred to as the "Lender Mortgage".


NOW, THEREFORE, in consideration of One Dollar (1.00) and other good and valuable consideration and to induce Lender to accept the Lender Mortgage the receipt and sufficiency of said consideration being hereby acknowledged, Subordinate Lender does hereby covenant, consent and agree with Lender as follows:

The Subordinate Lender Mortgage/Deed of Trust shall be and is hereby made subject and subordinate in lien to the lien of the Lender Mortgage in the principal amount not to exceed \$95,000.00 and interest together with any and all advances heretofore or hereinafter made under and pursuant to the Lender Mortgage and together with any and all renewals or extensions of the Lender Mortgage or the note secured thereby, ("Lender Note"). Recorded under Auditor's File No. 200404050131, records of Skagit County, Washington.

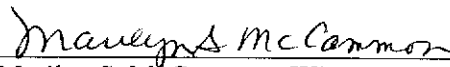
THIS AGREEMENT may not be changed or terminated orally and shall be binding upon and inure to the benefit of the respective heirs, legal representatives, successors and assigns, of the parties hereto.

IN WITNESS WHEREOF, Subordinate Lender hereto has duly executed this agreement the day and year first above written.

KeyBank National Association


Michael J. Quest, AVP


Beverly S. Moore, Witness


Marilyn S. McCammon, Witness

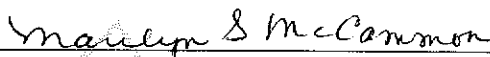
STATE OF OHIO

COUNTY OF STARK

Before me, a Notary Public in and for the said County and State, personally appeared Michael J. Quest, AVP of KeyBank National Association, the corporation which executed the foregoing instrument who acknowledged that he/she did sign the foregoing instrument for and on behalf of said corporation, being thereunto duly authorized, and that the same is the free act and deed individually and as such officer(s) and free act of deed of said corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal at Canton, Ohio, this the 26 day of MARCH, 2004.




Notary Public

MARILYN S. McCAMMON
Notary Public, State of Ohio
My commission expires: ~~My Commission Expires~~ October 26, 2007

THIS INSTRUMENT PREPARED BY: KeyBank National Association

When Recorded Mail to:

KeyBank National Association
PO Box 16430
Boise, ID 83715



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