When Recorded Return To:

The Washington State Department of Community, Trade and Economic Development Housing Finance Unit 906 Columbia Street Southwest Post Office Box 48350 Olympia, Washington 98504-8350 2 0 0 4 0 4 1 9 0 0 0 3 Skagit County Auditor

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111326-PE
LAND TITLE OF SKAGIT COUNTY

Attention: Carol Olson, Contract: Skagit County Self Help, 2-89-491-12

Subordination Agreement

Grantor (Subordinator):

Washington State Department of Community, Trade and Economic Development

Grantor (Owner):

Clifford M. Dixon and Darleen D. Dixon

Grantee (Lender):

MILA

Assessor's Tax Parcel ID #: 4560-000-009-008

Reference No.: 9305110009

- 1. The Department of Community, Trade and Economic Development, referred to herein as "subordinator", is the owner and holder of a mortgage dated May 11, 1993, which is recorded in volume of Mortgages, page , under auditor's file No. 9305110009, records of Skagit County.
- 2. MILA, referred to herein as "lender", is the owner and holder of a mortgage dated April 14, 2004, which is recorded under auditor's file No. 20040419 0002, records of Skagit County (which is to be recorded concurrently herewith).
- 3. Clifford M. Dixon and Darleen D. Dixon, 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 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 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 first mortgage above mentioned 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.

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.

(the day of _ Executed this

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.

DEPARTMENT OF COMMUNITY, TRADE AND ECONOMIC DEVELOPMENT OFFICE OF COMMUNITY DEVELOPMENT

Asset Manager Housing Finance Unit Housing Division

Carol Olson PRINT NAME

STATE OF WASHINGTON

) ss.

COUNTY OF THURSTON

, 2004, before me the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared Carol Olson, to me known to be the Asset Manager of the Housing Finance Unit of the Department of Community, Trade and Economic Development, Office of Community Development that executed the foregoing instrument on behalf of the State of Washington, and acknowledged the said instrument to be the free and voluntary act and deed of said department and the State of Washington, for the uses and purposes therein mentioned, and on oath stated that she is authorized to execute the said instrument.

WITNESS my hand and official seal hereto affixed the day and year first above written.

residing in the county of

My appointment expires:

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