

WHEN RECORDED RETURN TO:

Name: Chicago Title Company
Address: P.O. Box 670
City, State, Zip Burlington, WA 98233



200405030191

Skagit County Auditor

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CHICAGO Title Company

CHICAGO TITLE IC30631 ✓

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:

- DEEPGREEN BANK**, referred to herein as "subordinator", is the owner and holder of a Deed of Trust dated **12th day of JULY, 2003**, which is recorded in volume _____ of Mortgages, page _____, under Auditor's File No. 200307290112 records of Skagit County, Washington. The credit line maximum loan amount is \$40,000.00.
- UNION PLANTERS MORTGAGE** referred to herein as "lender" is the owner and holder of the mortgage dated 23rd day of **April, 2004**, executed by **EARL M. SHEPARD and MARILEE A. SHEPARD, husband and wife** (which is recorded in volume _____ of Mortgages, page _____, under Auditor's File No. 200405030191 records of **Skagit** County, Washington) (which is to be recorded concurrently herewith). Union Plant's Loan Amount is \$199,000.00.
- EARL M SHEPARD ad MARILEE A. SHEPARD, husband and wife** referred to herein as "owner", is the owner of all the real property described in the mortgage identified above in Paragraph 2.
- 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.
- "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 agreements shall not defeat the subordination herein made in whole or in part.
- It is understood by the parties hereto that "lender" would not make the loan secured by the mortgage in Paragraph 2 without this agreement.
- 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.
- 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 14th day of April, 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.

DEEPGREEN BANK

Mica Kelly, operations mgr
By: Tricia Kelly

Earl M. Shepard
Earl M. Shepard

By: _____

Marilee A. Shepard
Marilee A. Shepard

~~STATE OF WASHINGTON~~ Ohio WASHINGTON
~~COUNTY OF Skagit~~ Cuyahoga SKAGIT

I certify that I know or have satisfactory evidence that EARL M. SHEPARD and MARILEE A. SHEPARD the person(s) who appeared before me, and said person(s) acknowledged that they signed this instrument and acknowledged it to be their free and voluntary act for the uses and purposes therein mentioned in this instrument.

Dated: April 28 2004

Marcee Palech
Notary Public in and for the State of Washington
Residing at Moent Vernon
My appointment expires: October 15 2004



STATE OF Ohio
COUNTY OF Cuyahoga

I certify that I know or have satisfactory evidence that Trisha Kelly, Ops. Mgr is/are the person who appeared before me, and said person acknowledged that they signed this instrument, on oath stated that they was/were authorized to execute the instrument and acknowledge it as Ops. Mgr. of DEEPGREEN BANK to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: April 14, 2004

Bonita J. Blakeley
Notary Public in and for the State of Ohio
Residing at Seven Hills
My appointment expires:

Bonita J. Blakeley
Notary Public
In and For the State of Ohio
My Commission Expires
April 21, 2007

Bonita J. Blakeley
Notary Public
In and For the State of Ohio
My Commission Expires
April 21, 2007

