

AFTER RECORDING MAIL TO:

New Century Mtg.
1407 116th Ave NE #100
Bellevue, WA 98004



200411160064
Skagit County Auditor

11/16/2004 Page 1 of 2 12:11PM

Filed for Record at Request of :
First American Title Of Skagit County
Escrow Number: B82401

FIRST AMERICAN TITLE CO.

Subordination Agreement

B82401E

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. Darrell D. Justice and Sharon L. Justice
referred to herein as "subordinator", is the owner and holder of a mortgage dated September 15,
which is recorded in volume _____ of Mortgages, page _____
under auditor's file No. 200409170147, records of Skagit County.
2. New Century Mortgage Corporation referred to herein as "lender", is the owner and holder of a mortgage
Dated September 13, 2004 executed by James Schwarz and Bethany Schwarz
(which is recorded 9-17-2004
auditor's file No. 200409170146 records of Skagit County) (which
is to be recorded concurrently herewith).
3. James Schwarz and Bethany Schwarz
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 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 mortgage first above mentioned to the lien or charge of the
mortgage in favor of "lender" above referred to and shall supercede 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 15th day of September, 2004

NOTICE: THIS SUBORDINATION 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 THEIR ATTORNEYS WITH RESPECT THERETO.

Darrell D. Justice
Darrell D. Justice

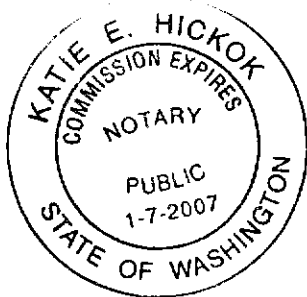
Sharon L. Justice
Sharon L. Justice

State of Washington
County of Skagit

SS:

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

Date: 11-17-04



Katie E. Hickok
Notary Public in and for the State of WA
Residing at Mt Vernon
My appointment expires: 1-7-07



200411160064
Skagit County Auditor