

WHEN RECORDED RETURN TO:

Name: WASHINGTON FEDERAL SAVINGS

Address: PO BOX 97

City, State, Zip ANACORTES WA 98221



200502240112

Skagit County Auditor

2/24/2005 Page 1 of 2 3:55PM

**Chicago Title Insurance Company**

CHICAGO TITLE IC33659 ✓

**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:

DON L MCKEE AND BILLIE V MCKEE, TRUSTEES OF THE  
1. MCKEE FAMILY REVOCABLE LIVING TRUST DTD 9/30/93 referred to herein as "subordinator",  
is the owner and holder of a mortgage dated JUNE 09, ~~XX~~ 2004 which is recorded in volume \_\_\_\_\_  
of Mortgages, page \_\_\_\_\_, under auditor's file No. 200406150200 records of SKAGIT  
County.

2. WASHINGTON FEDERAL SAVINGS referred to herein as "lender" is the  
owner and holder of the mortgage dated FEBRUARY 24, 2005, ~~XXX~~ executed by \_\_\_\_\_  
(which is recorded in volume \_\_\_\_\_ of Mortgages, page \_\_\_\_\_, under auditor's file no. 200502240 111, records  
of SKAGIT County) (which is to be recorded concurrently herewith).

3. L. NELSON BUILDERS, INC. 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 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 23rd day of February 2005

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.

Don L. McKee  
DON L MCKEE, TRUSTEE

Billie V. McKee  
BILLIE V MCKEE, TRUSTEE

STATE OF WASHINGTON

COUNTY OF \_\_\_\_\_

I certify that I know or have satisfactory evidence that \_\_\_\_\_  
\_\_\_\_\_ is the person who appeared before  
me, and said person acknowledged that \_\_\_\_\_  
signed this instrument and acknowledged it to be \_\_\_\_\_ free and voluntary act for  
the uses and purposes mentioned in the instrument.

DATED: \_\_\_\_\_

\_\_\_\_\_  
Notary Public

My appointment expires  
\_\_\_\_\_

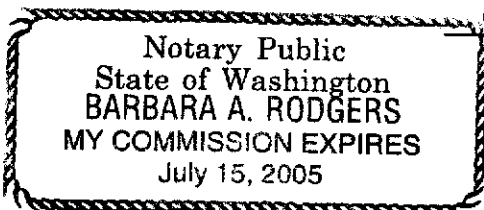
A-7 -Individual Capacity

STATE OF WASHINGTON

COUNTY OF SKAGIT

I certify that I know or have satisfactory evidence that  
DON L MCKEE AND BILLIE V MCKEE ARE ~~is~~  
the personS who appeared before me, and said person acknowledged that  
THEY signed this instrument, on oath stated that  
THEY WERE ~~was~~ authorized to execute the instrument and acknowledged it  
as THE TRUSTEES OF THE MCKEE FAMILY REVOCABLE LIVING TRUST 9/30/93  
OK  
to be the free and voluntary act of such party for the uses and purposes mentioned in the  
instrument.

DATED: 2/23/05



*Barbara A. Rodgers*  
Notary Public  
My appointment expires  
7/15/05

A-7 -Representative Capacity



Skagit County Auditor