

When recorded return to:

Michael A. Winslow
411 Main Street
Mount Vernon, Washington 98273



200503240204

Skagit County Auditor

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FIRST AMERICAN TITLE CO.

SUBORDINATION AGREEMENT 83801E-2

Grantors: Gary Deiner, a widower and surviving spouse of Dianna L. Deiner

Grantees: Sterling Trust Company FBO Tod LeHecka IRA#02023665

Legal Description:

The North 70 feet of the South 568 1/2 feet of the West 1/2 of the West 1/2 of Government Lot 4, Section 6, Township 34 North, Range 4 East, W.M.

EXCEPT County Road along West 20 feet of said premises.

Situate in the County of Skagit, State of Washington.

Assessor's Property Tax

Parcel or Account No.: P23724;340406-0-100-0009

Reference Nos of Documents

Assigned or Released: Auditor's File No. 9902050091

200503240203

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 INTEREST

The undersigned subordinator and owner agrees as follows:

1. Gary Deiner, referred to herein as "Subordinator", is the owner and holder of a mortgage dated January 25, 1999, and recorded February 5, 1999, under Auditor's File No.

Subordination Agreement

-1-

Clients/LTV Lending/Oldow/Subordination Agreement.wpd

9902050091, records of Skagit County.

2. Sterling Trust Company FBO Tod LeHecka IRA#02023665, Lender, is the owner and holder of a mortgage dated February 21, 2005, executed by Annette I. Oldow, under Auditor's File No. 200503240203, records of Skagit County.
3. Annette I. Oldow, a married woman, as to her separate property, 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.



