When recorded return to:

Skagit State Bank



12/1/2006 Page

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Fife for Record at Request of Land Title Company
Escrew Number: 123665-J123665-J

Grantor, Skagit State Bank
Gratnee: The Bank of The Pacific
LAND TITLE OF SKAGIT COUNTY

## **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.

	Skagit State Bank referred to herein as "subordinator", is the owner and holder of a mortgage dated			August 16	, 2004	
	which is record	led in		of Mortgages, page		
	under auditor's file	200408190095	, records of	Skagit		County
	The Bank of The Pacifi					
2.	referred to herein as "lender", is the owner and holder of a mortgage dated					
	executed Brian S. Tiland and Dana L. Andrich, husband and wife					
	(which is recorded in vol-	ume	of Morts			•
	auditor's file 20012	010082 record	s Skagit		County)	(which
		ently herewith).				

- \*and that certain Assignment of Rents given as additional security and the terms and constions thereof dated August 16, 2004 and recorded August 19, 2006 under Auditor's File No. 200408190096.
- 3. Brian S. Tiland and Dana L. Andrich, 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.
- 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 of 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.
- 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.

YORGEMENT, THE PARTIES CONSULT THEIR ATTORNEYS WITH RESPECT THERETO.

1S RECOMMENDED THAT, PRIOR TO THE EXECUTION OF THIS SUBORDIVATION OF WHICH MAY BE EXPENDED FOR OTHER PURPOSES THAN IMPROVEMENT OF THE LAND. IT OBLIGATED ON YOUR REAL PROPERTY SECURITY TO OBTAIN A LOAN A PORTION OF WHICH ALLOWS THE PERSON OF THIS SUBORDIVATION OF THIS SUBORDIVATION OF THIS SUBORDIVATION.

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