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WHEN RECORDED RETURN TO:

Name: Boeing Employees' Credit Union

Address: P.O. Box 97050

City, State, Zip: Seattle, WA 98124

CHICAGO TITLE COMPANY

IC44384

Loan No.: 80301

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 agree as follows;

1. BOEING EMPLOYEES' CREDIT UNION referred to herein as "subordinator", is the owner and holder of a mortgage dated October 12, 2006 which is recorded in volume of Mortgages, page , under auditor's file no. 200611160098 records of Skagit County.

BOEING EMPLOYEES' CREDIT UNION referred to herein as "lender" is the owner and holder of the mortgage dated December 19, 2007 executed by Scott J Rhodes and Martha E Rhodes, Husband and Wife of Mortgages, page (which is recorded in volume concurrently herewith.)

Scott J Rhodes and Martha E Rhodes referred to herein as "owner", is the owner of all the real property described in the mortgage identified above in Paragraph 2.

- 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/her 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.
- 3. "Subordinator" acknowledges that, prior to the execution hereof, he/she has had the opportunity to examine the terms of "lenders" 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 "lenders" 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.

- 4. It is understood by the parties hereto that "lender" would not make the loan secured by the mortgage in Paragraph 2 without this agreement.
- 5. 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.
- 6. 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 confirm to undersigned.

Executed this:

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 SUBORIDATION AGREEMENT, THE PARTIES CONSULT WITH THEIR ATTORNEYS WITH RESPECT THERETO.

Sut Rhadi	Migratina & Rhodes
Scott J Rhodes	Martha E Rhodes
BOEING EMPLOYEES' CREDIT UNIO	ON NO
Debra J. Toepfer Production Manager	
[Acknowle	edgments on Following Page]

Subordination Agreement Boeing Employees' Credit Union

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State of Washington: }
ss:
County of King: }
On before me the undersigned, a Notary Public in and for the State of
Washington, duly commissioned and sworn, personally appeared Debra J. Toepfer, personally known to me to be
the person whose name is subscribed to the within instrument and acknowledged to me that she executed the same in
her authorized capacity, and that by her signature on the instrument the person or the entity upon behalf of which the
person acted, executed the instrument.
and the second of the second o
Notary Public in and for the State of Washington
residing in
My Commission Expires:
State of Washington
County of Skight
On December 28, 2007 before me, Jessamun D Sowell, personally appeared Saff J. Marthub. Chades, personally known to me (or proved to me on the basis of satisfactory
evidence) to be the person(s) whose name is subscribed to the within instrument and acknowledged to me that
he/she/they executed the same in his/her/their authorized capacity, and that by his/her/their signature on the
instrument the person(s) or the entity upon behalf of which the person(s) acted, executed the instrument.
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THE STATE OF
Coscours () Stated in Stression & 2
Notary Pyblic in and for the State of Washington
residing in Mt Vernon
My Commission Expires: 03-04-2006

Subordination Agreement Boeing Employees' Credit Union

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- 5. 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.
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Executed this:

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	A Commence of the Commence of
Scott J Rhodes	Martha E Rhodes
BOEING EMPLOYEES' CREDIT UNION	
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Debra J. Toepfer	
Production Manager	
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A. Jones			
State of Washington:	}		
County of King:	} ss: \		
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on (2/2/0/07)	before me the under	signed, a Notary Public in	and for the State of
Washington, duly commissioned a	nd sworn, personally appeare	d Debra J. Toepfer, personal	ly known to me to be
the person whose name is subscribe	d to the within instrument and	acknowledged to me that she	executed the same in
her authorized capacity, and that by person acted, executed the instrume	her signature on the instrume	nt the person or the entity up	on behalf of which the
person acced, executed the instrum		WATE M	10 =
	2	Work Street	1. Kn =
Anna H. MS	MNLS		
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