



200902170182

Skagit County Auditor

2/17/2009 Page

1 of

6 11:24AM

After recording please return to:
Boeing Employees' Credit Union
[Name]
P.O. Box 97050
[Street Address]
Seattle, WA 98124
[City, State, Zip Code]

CHICAGO TITLE CO.

1C47281

[Space Above This Line For Recording Data]

Parcel # 4825-000-000 P126919
Abbreviated Legal Lot 8 Cedar Glen Phase II

Loan No.: 96938

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 July 10, 2007 which is recorded in volume of Mortgages, page , under auditor's file no. 200707260066 records of Skagit County.
2. BOEING EMPLOYEES' CREDIT UNION referred to herein as "lender" is the owner and holder of the mortgage dated January 23, 2009 executed by Brent R Peak and Jane H Peak (which is recorded in volume of Mortgages, page under auditor's file no. 200902170181 records of Skagit County) (which is to be recorded concurrently herewith.)
3. Brent R Peak and Jane H Peak 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/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.
5. "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.



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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 confirm to undersigned.

Executed this: January 23, 2009

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.

Brent R Peak

Brent R Peak

Jane H Peak

Jane H Peak

BOEING EMPLOYEES' CREDIT UNION

Debra J. Toepfer

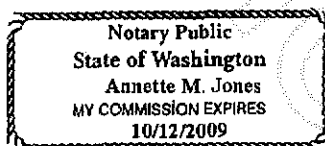
Debra J. Toepfer
Production Manager



Skagit County Auditor

State of Washington: }
County of King: } ss:

On January 23, 2009 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.



(Seal)

Annette M. Jones

Notary Public in and for the State of Washington
Residing in Tukwila, Washington

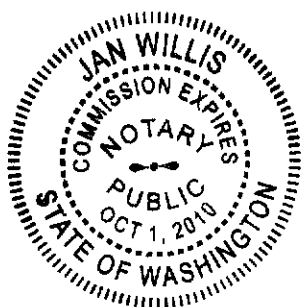
My Commission Expires: October 12, 2009

State of Washington
County of Skagit

ss:

On 11 Feb 2009

before me, Jan Willis, personally appeared Brent R Peak, 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.



(Seal)

Jan Willis

Notary Public in and for the State of
Residing in Mount Vernon

My Commission Expires:

10-1-10



200902170182
Skagit County Auditor

ACKNOWLEDGMENT

State of Washington
County of Skagit

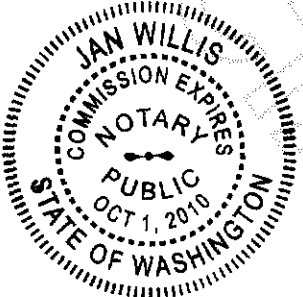
}
} ss:
}

On 11 Feb. 2009 before me, Jan Willis, personally appeared Jane H Peak, 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.

Jan Willis

Notary Public in and for the State of
Residing in
Mount Vernon

(Seal)



My Appointment Expires:

10-1-10



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:

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BOEING EMPLOYEES' CREDIT UNION

Debra J. Toepfer

Debra J. Toepfer
Production Manager

[Acknowledgments on Following Page]

Subordination Agreement
Boeing Employees' Credit Union

BECU 4316 07/2003
BECU4316 03/04



200902170182
Skagit County Auditor

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.

Annette M. Jones
Notary Public in and for the State of Washington
Residing in Tukwila, Washington

(Seal) My Commission Expires: October 12, 2009

State of }
 } ss:
County of }

On before me, , personally appeared 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.

Notary Public in and for the State of
Residing in

(Seal) My Commission Expires:

Subordination Agreement
Boeing Employees' Credit Union

BECU 4316 07/2003
BECU4316 03/04 Rev. 10/08


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