

AFTER RECORDING MAIL TO:

Name Horizon Bank
Address PO Box 580
City, State, Zip Bellingham, WA 98227

Filed for Record at Request of: Horizon Bank



200902180090
Skagit County Auditor

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SUBORDINATION AGREEMENT

A96354-2
GUARDIAN NORTHWEST TITLE CO.

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:

1. **Horizon Bank** referred to herein as "subordinator," is the owner and holder of a mortgage dated **January 14, 2008** which is recorded in volume of Mortgages, page under Auditor's File No. **200801160005**, records of **Skagit County**.
2. **Horizon Bank** referred to herein as "lender," is the owner and holder of a mortgage dated **February 9, 2009** executed by **John S Hellman and Barbara F Hellman, Co-Trustees of the John S Hellman and Barbara F Hellman Family Trust, dated August 19, 1992** (which is recorded in volume of Mortgage, page under Auditor's File No. **200902180089**, records of **Skagit County**) (which is recorded concurrently herewith.)
3. **John S Hellman and Barbara F Hellman, Co-Trustees of the John S Hellman and Barbara F Hellman Family Trust, dated August 19, 1992** 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 assignments 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 9th day of February, 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.

By John S. Hellman By _____
John S Hellman, Co-Trustee of the John S Hellman and Barbara F Hellman Family Trust, dated August 19, 1992

By Barbara F. Hellman By _____
Barbara F Hellman, Co-Trustee of the John S Hellman and Barbara F Hellman Family Trust, dated August 19, 1992

By John S. Hellman By Tom Alexander
John S Hellman Tom Alexander

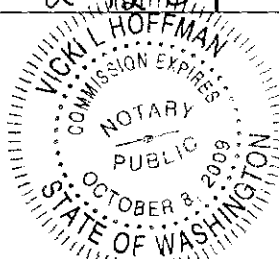
By Barbara F. Hellman By B. Ann Noble
Barbara F Hellman B. Ann Noble

STATE OF WASHINGTON

COUNTY OF SKAGIT

I certify that I know or have satisfactory evidence that **John S Hellman and Barbara F Hellman** (is/are) the person(s) who appeared before me, and said person(s) acknowledged that (he/she/they) signed this instrument and acknowledged it to be (his/her/their) free and voluntary act for the uses and purposes mentioned in this instrument.

Dated: 2-12-09
Vicki L Hoffman
Notary Public in and for the state of Washington
Residing at ANACORTES
My appointment expires: 10-8-09

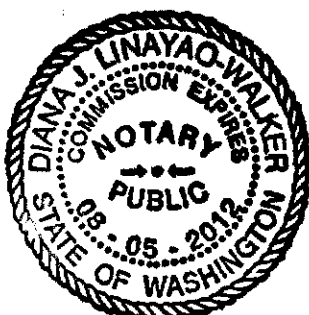


STATE OF WASHINGTON

COUNTY OF WHATCOM

I certify that I know or have satisfactory evidence that **Tom Alexander and B. Ann Noble** are the persons who appeared before me, and said persons acknowledged that they signed this instrument, on oath stated that they are authorized to execute this instrument and acknowledged it as the **Sr. Vice President and Asst. Vice President** respectively of **Horizon Bank, a Washington Corporation** to be the free and voluntary act of such corporation for the uses and purposes mentioned in the instrument.

Dated: February 10, 2009
Diana J Linayao-Walker
Diana J Linayao-Walker
Notary Public in and for the State of Washington
Residing at Bellingham, Washington
My commission expires: August 5, 2012



STATE OF WASHINGTON
COUNTY OF SKAGIT

I certify that I know or have satisfactory evidence that **John S Hellman** and **Barbara F Hellman** are the persons who appeared before me, and said persons acknowledged that they signed this instrument, on oath stated that they are authorized to execute this instrument and acknowledged it as the **Co-Trustees of the John S Hellman and Barbara F Hellman Family Trust, dated August 19, 1992** to be the free and voluntary act of such Co-Trustees of the John S Hellman and Barbara F Hellman Family Trust for the uses and purposes mentioned in the instrument.

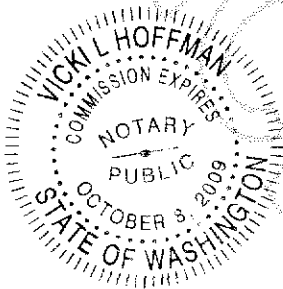
Dated: 2-12-09

Vicki L Hoffman

Notary Public in and for the State of Washington

Residing at ANACORTES

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