

When recorded return to:

Skagit State Bank
P.O. Box 285
Burlington, WA 98233

File for Record at Request of
Land Title and Escrow
Escrow Number: 135900-SE
P113070

LAND TITLE RECORDS - SKAGIT COUNTY



201004260111
Skagit County Auditor

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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 agrees as follows:

- Skagit State Bank**
referred to herein as "subordinator", is the owner and holder of a mortgage dated April 5, 2007
which is recorded in _____ of Mortgages, page _____
under auditor's file 200704090252, records of Skagit County.
PrimeLending, a PlainsCapital Company
- referred to herein as "lender", is the owner and holder of a mortgage dated APRIL 19, 2010
executed APRIL 20, 2010
(which is recorded in volume _____ of Mortgages,
auditor's file 201004260110 records Skagit County) (which
is to be recorded concurrently herewith).
- Donald A. Smith and Cherie A. Donovan-Smith**
referred to herein as "owner", is the owner of all the real property described in the mortgage identified
above in Paragraph 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 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.
- "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.
- It is understood by the parties hereto that "lender" would not make the loan secured by the mortgage in
Paragraph 2 without this agreement.
- 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.
- 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.

NOTICE: THIS SUBORDINATION 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 THEIR ATTORNEYS WITH RESPECT THERETO.

Dated: 4/13/10

[Signature]
Skagit State Bank

STATE OF Washington
County of Skagit

}
} SS:

I certify that I know or have satisfactory evidence JOSE BLUM is

the person who appeared before me, and said person acknowledged that HE signed this instrument, on oath stated HE IS authorized to execute the instrument and is VICE PRESIDENT AND MANAGER LENDING MGR of Skagit State Bank

to be the free and voluntary act of such party for the uses and purposes mentioned in this instrument.

Dated: 4-14-2010

[Signature]



Notary Public in and for the State of Washington
Residing at BURLINGTON
My appointment expires: 1-15-2012



DESCRIPTION:

Lot 1 of Sedro-Woolley Short Plat No. 94-94, approved August 18, 1995, recorded August 28, 1995, in Volume 12 of Short Plats, page 20, under Auditor's File No. 9508280076, records of Skagit County, Washington, and being a portion of the Southeast ¼ of the Southwest ¼ and a portion of the Northwest ¼ of the Southeast ¼ of Section 13, Township 35 North, Range 4 East, W.M.

Situate in the County of Skagit, State of Washington.



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