

9
KATHY HILL
SKAGIT

'98 OCT 19 P3:53

AFTER RECORDING MAIL TO:

Name InterWest Bank
Address PO Box 1649
City, State, Zip Oak Harbor WA 98277

RECORDED _____ FILED _____
REQUEST OF _____

9810190151

Filed for Record at Request of

Loan Number #4217263377012526

Island Title Co.
SA 18007

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:

1. **INTERWEST BANK** Referred to herein as "subordinator," is the owner and holder of a mortgage dated September 15, 1997, which is recorded in volume 1709 of Mortgages, page 0123 under auditor's file no. 9709160105, records of Skagit County.
2. **INTERWEST BANK** Referred to herein as "lender," is the owner and holder of a mortgage dated October 16th, 1998 executed by _____ (which is recorded in volume _____ of Mortgages, page _____, under auditor's file no. 9810190150, records of SKAGIT County) (which is to be recorded concurrently herewith).
3. **BENNY D FULGHAM AND BABETTE C FULGHAM, 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 line 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 hereto, 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.
6. It is understood by the parties hereto that the 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 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 the undersigned.

Executed this 15th day of October 1998

LPB-35 11/96

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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.

Vice President

Vice President

STATE OF
COUNTY OF

I certify that I know or have satisfactory evidence that

the person who appeared before me, and said person acknowledged that signed this instrument and acknowledged it to be free and voluntary act for the uses and purposes mentioned in the instrument.

Dated:

Notary Public in and for the State of

Residing at

My appointment expires:

STATE OF WASHINGTON } ss
COUNTY OF ISLAND

On this 11th day of OCTOBER 1998

before me, the undersigned, a Notary Public in and for the State of WASHINGTON,

duly commissioned and sworn, personally appeared STEVE WINGIG

and STEVEN W. DOTH to me known to be the

Vice President and Vice President, respectively, of InterWest Bank, the corporation that executed the foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that they are authorized to execute the said instrument and that the seal affixed is the corporate seal of said corporation.

WITNESS my hand and official seal hereto affixed the day and year first above written.

JUANITA M MORRIS-ANDRES
STATE OF WASHINGTON
NOTARY PUBLIC
MY COMMISSION EXPIRES 5-10-02

Notary Public in and for the State of WASHINGTON

Residing at OAK HARBOR

My appointment expires: 5/10/2002

Juanita M. Morris-Andres

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