

WHEN RECORDED RETURN TO:

Name: _____
Address: _____
City, State, Zip _____



200002290112

Kathy Hill, Skagit County Auditor

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Chicago Title Insurance Company

ISLAND TITLE COMPANY

A19404v

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:

- MARINE HEIGHTS, LLC referred to herein as "subordinator", is the owner and holder of a mortgage dated February 20 ~~xx2000~~ which is recorded in volume N/A of Mortgages, page N/A, under auditor's file No. 200002290111 records of Skagit County.
- Washington Federal Savings Bank referred to herein as "lender" is the owner and holder of the mortgage dated February 28, 2000, ~~19~~, executed by Island Development, LLC (which is recorded in volume _____ of Mortgages, page _____, under auditor's file no. 200002290109, records of Skagit County) (which is to be recorded concurrently herewith).
- ISLAND DEVELOPMENT, LLC 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 agreements 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 8th day of February 192000

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.

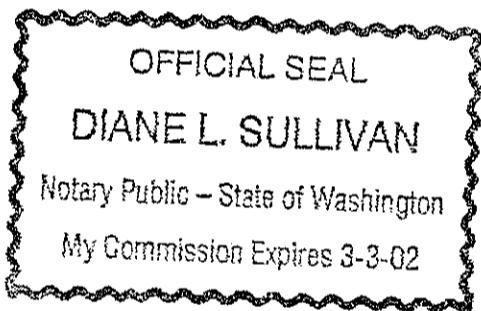
MARINE HEIGHTS LLC

BY: Barry F. Owen, Member

STATE OF WASHINGTON
COUNTY OF Skagit

I certify that I know or have satisfactory evidence that Barry F. Owen
is/are the person(s) who appeared before me, and said person(s) acknowledged that
he signed this instrument, on oath state that
he was authorized to execute the instrument and acknowledge
it as member
of Manne Heights LLC to be
the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Given under my hand and official seal this 8 day of February, 2000



Diane L. Sullivan
Notary Public in and for the State of Washington
Name printed Diane L. Sullivan
Residing at Marcoris
My commission expires 3-3-02



200002290112

Kathy Hill, Skagit County Auditor

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