



200202210010

Skagit County Auditor

2/21/2002 Page 1 of 2 9:27AM

WHEN RECORDED RETURN TO

Name Margen Beal  
Address P.O. Box 580  
City, State, Zip Bellefleur WA 98227  
B67809  
Filed for Record at Request of First American Title of Skagit County

### 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. GERALD HAMBURG AND MARGE A. HAMBURG, HUSBAND AND WIFE AND EUGENE R. MARBLE AND JOAN MARIE MARBLE, HUSBAND AND WIFE AND OLAF A. GILDNESS AND GAYLE GILDNESS, HUSBAND AND WIFE referred to herein as "subordinator", is the owner and holder of a mortgage dated 2-15-02, which is recorded in volume \_\_\_\_\_ of Mortgages, page \_\_\_\_\_, under auditor's file No. 200202210009, records of SKAGIT County.
2. HORIZON BANK referred to herein as "lender", is the owner and holder of a mortgage dated 2-15-02, executed by HANSELL MITZEL L.L.C., DBA MITZEL HOMES (which is recorded in volume 200202210008 of Mortgages, page \_\_\_\_\_, under auditor's file No. \_\_\_\_\_, records of SKAGIT County) (which is to be recorded concurrently herewith).
3. HANSELL MITZEL L.L.C., DBA MITZEL HOMES 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 supercede 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 20<sup>th</sup> day of February, 2002

**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.**

Eugene R. Marble  
Joan Marie Marble  
Gerald Hamburg  
Marge Hamburg

Olaf A. Gildness  
Gayle Gildness

STATE OF WASHINGTON  
COUNTY OF *Skagit*

} ss

I certify that I know or have satisfactory evidence that <sup>xxx</sup> *is/are* the persons who appeared before me, and said persons acknowledged it to be *his/her/their* free and voluntary act for the uses and purposes mentioned in this instrument. *xx* *David & Yvonne A. Vandenberg & Eugene R. Marble*

Dated: *2-20-02*

*Sarah Johnson*

Notary Public in and for the State of Washington

Residing at *O.H.*

My appointment expires: *8/31/03*

STATE OF WASHINGTON  
COUNTY OF *Skagit*

} ss

I certify that I know or have satisfactory evidence that *David R. Metzger* *is/are* the persons who appeared before me, and said persons acknowledged that *he/she/they* signed this instrument, on oath stated that *he/she/they* authorized to execute the instrument and acknowledged it as the *Manager* of *Hausell Metzger Homes* to be the free and voluntary act of such party for the uses and purposes mentioned in this instrument.

Dated: *2-15-02*

*Sarah Johnson*

Notary Public in and for the State of Washington

Residing at *O.H.*

My appointment expires: *8/31/03*

