

AFTER RECORDING MAIL TO:
Land Title Company of Skagit County
2801 Commercial Ave.
Anacortes, WA 98221



200212020017
Skagit County Auditor

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Filed for Record at Request of
Land Title Company of Skagit County
Escrow Number: PA-102748-E

LAND TITLE COMPANY OF SKAGIT COUNTY

Subordination Agreement

Reference Number(s):

Grantor(s): WATERHOUSE NATIONAL BANK, ~~formerly~~ known as TD Waterhouse Bank

Grantee(s): WHIDBEY ISLAND BANK

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. WATERHOUSE NATIONAL BANK, ~~formerly~~ known as TD Waterhouse Bank referred to herein as "subordinator", is the owner and holder of a mortgage dated October 13, 1999 which is recorded in volume _____ of Mortgages, page _____ under auditor's file No. 199910270075, records of SKAGIT County.
2. WHIDBEY ISLAND BANK referred to herein as "lender", is the owner and holder of a mortgage dated Nov. 8, 2002, executed by WILLIAM H. TURNER and SALLY C. TURNER, husband and wife (which is recorded in volume _____ of Mortgages, page _____, under auditor's file No. 200211140219 records of SKAGIT County) (which is to be recorded concurrently herewith).
3. WILLIAM H. TURNER and SALLY C. TURNER, 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 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 13th day of November, 2002

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.

WATERHOUSE NATIONAL BANK

⊗ James H. Carter
JAMES H. CARTER, VICE PRESIDENT

William H. Turner

Sally C. Turner

STATE OF New York }
County of Nassau } SS:

I certify that I know or have satisfactory evidence that JAMES H. CARTER
the person who appeared before
me, and said person acknowledged that signed this instrument, on oath stated that
authorized to execute the instrument and acknowledge it as the Vice President
of TD WATERHOUSE BANK, N.A.
to be the free and voluntary act of such party for the uses and purposes mentioned in this instrument.
Dated: November 13, 2002

[Signature]
Notary Public in and for the State of _____
Residing at _____
My appointment expires: _____

Real on next page




New York
STATE OF WASHINGTON,
COUNTY OF NASSAU

On this day personally appeared before me JAMES MCARTER

To me known to be the individual(s) described in and who executed the within and foregoing instrument, and acknowledged that he/she/they signed the same as free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this 13 day of November, 2002


Notary Public in and for the State of Washington NEW YORK
Residing at

Acknowledgement Individual

My appointment expires Sept 17, 03
KENNETH J. SAPANSKI
Notary Public, State of New York
No. 01016064055
Qualified in Nassau County
Commission Expires September 17, 03



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