

WHEN RECORDED RETURN TO: agit County Auditor 1/29/2003 Page Name: 2 3:33PM Address: City, State, Zip Island Title Company 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: ERIK L BOWMAN referred to herein as "subordinator" is the owner and holder of a mortgage dated JULY 15 which is recorded in volume N/A 200207160145 SKAGIT of Mortgages, page N/A, under auditor's file No. records of WASHINGTON FEDERAL SAVINGS referred to herein as "lender" is the owner and holder of the mortgage dated 1-29-03 , executed by DAVE GOLD INC 19 (which is recorded in volume of Mortgages, page \_\_\_ \_, under auditor's file no. <u>200 301290 1 65</u> County (which is to be recorded concurrently herewith). of SKAGIT referred to herein as "owner", is the DAVE GOLD INC 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 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 33hd day of January 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 AESPECT THERETO.

ERIK L BOWMAN

## STATE OF WASHINGTON COUNTY OF \_\_SKAGIT I certify that I know or have satisfactory evidence that is the person who, appeared before ERIK L BOWMAN signed this instrument and acknowledged it to be HIS free and voluntary act for the uses and purposes mentioned in the instrument. DATED: AMAM Notary Public State of Washington BARBARA A. RODGERS My appointment expires MY COMMISSION EXPIRES July 15, 2005 A-7 -Individual Capacity STATE OF WASHINGTON COUNTY OF satisfactory evidence that certify have that know person who appeared before me, said person acknowledged that stated signed this instrument. on oath was authorized to execute the instrument and acknowledged it to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument. DATED: \_\_

A-7 -Representative Capacity



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Notary Public

My appointment expires

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