



200305140148

Skagit County Auditor

5/14/2003 Page 1 of 3 3:36PM

Return Address:

Frontier Bank

PO Box 1124

Mt Vernon, WA 98273

LAND TITLE COMPANY OF SKAGIT COUNTY 99734

Document Title(s) (or transactions contained therein):

1. Subordination Agreement
- 2.

Reference Number(s) of Documents assigned or released:

971230065  
200201030055

on page of \_\_\_\_\_ of document

Grantor(s) (Last name, First, Middle Initial)

1. Joseph T. Hegenauer Jr.
2. Vanpett, Robert H
3. Vanpett, Ann
4. \_\_\_\_\_ Additional names on page \_\_\_\_\_ of document.

Grantee(s) (Last name, First, Middle Initial)

1. Frontier Bank
- 2.
- 3.
4. \_\_\_\_\_ Additional names on page \_\_\_\_\_ of document.

Legal description: (Lot, block, plat name, section-township-range)

E 1/2 SW 1/4, 16-34-3 EWM & N 1/2 NW 1/4, 2  
21-34-3 EWM

\_\_\_\_\_ Additional legal is on page \_\_\_\_\_ of document.

Assessor's Property Tax Parcel Account Number(s):

P 22060, P 22064, P 22234, P 22236

## 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. Joseph T. Hegenauer, Jr. referred to herein as "subordinator", are the owner(s) and holder(s) of a Deed of Trust dated December 22, 1997, which is recorded under Auditor's File No. 9712300065, records of Skagit County, Washington.
2. Frontier Bank, referred to herein as "lender" is the owner and holder of a Deed of Trust dated December 26, 2001, executed by Robert H. & Ann Van Pelt, which is recorded under Auditor's File No. 200201030055, records of Skagit County, Washington.
3. Robert H. Van Pelt and Ann Van Pelt, referred to herein as "owner", are the owner(s) of all the real property described in the Deed of Trust 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 Deed of Trust and all agreements in connection therewith, the "subordinator" does hereby unconditionally subordinate the lien of his Deed of Trust identified in Paragraph 1 above to the lien of "lender's" Deed of Trust, 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" Deed of Trust, 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 Deed of Trust 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 08 day of May 2003.

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.

By: 

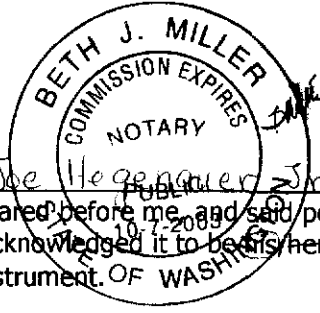


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**Individual Acknowledgement:**

State of Washington } SS

County of Skagit }



I certify that I know or have satisfactory evidence that Joe Hegenauer, Jr  
 \_\_\_\_\_ (is/are their person(s) who appeared before me, and said person(s)  
 acknowledged that he/she/they signed this instrument and acknowledged it to be his/her/their free and  
 voluntary act, for the uses and purposes mentioned in this instrument.

Dated: 5-14-03

Beth J. Miller  
 \_\_\_\_\_

OFFICIAL DOCUMENT



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