

**AFTER RECORDING MAIL TO:**

**Gerald L. Gooe**  
15996 Gunderson Ridge Lane  
Mount Vernon, WA 98273



200503280012  
Skagit County Auditor

3/28/2005 Page 1 of 2 8:52AM

**Filed for Record at Request of :**  
**Land Title Company of Skagit**  
**Escrow Number: 115754-SE**

LAND TITLE OF SKAGIT COUNTY

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## Subordination Agreement

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**Reference Number(s):**  
**Grantor(s): Gerald L. Good and Denise Good**  
**Grantee(s): Frontier 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. Gerald L. Good and Denise Good, husband and wife  
referred to herein as "subordinator", is the owner and holder of a mortgage dated March 25, 2005  
which is recorded in volume \_\_\_\_\_ of Mortgages, page \_\_\_\_\_  
under auditor's file No. 200503280011, records of Skagit County.  
Frontier Bank
2. referred to herein as "lender", is the owner and holder of a mortgage dated March 25, 2005  
executed by Babbitt Properties, LLC, a Washington limited liability company  
(which is recorded in volume \_\_\_\_\_ of Mortgages, page \_\_\_\_\_,  
auditor's file No. 20050328000A records of Skagit County) (which  
is to be recorded concurrently herewith).
3. Babbitt Properties, LLC, a Washington limited liability company  
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.  

*DMA*      *HLG*
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 25th day of March, 2005

**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.**

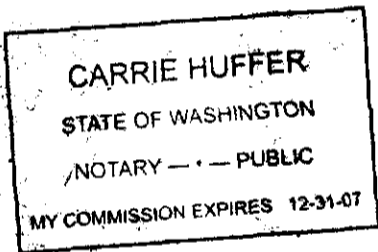
Gerald L. Good  
Gerald L. Good

Denise Good  
Denise Good

State of Washington }  
County of Skagit } SS:

I certify that I know or have satisfactory evidence that Gerald L. Good and Denise Good \_\_\_\_\_ is the person(s) who appeared before me, and said person(s) acknowledged that they signed this instrument and acknowledge it to be their free and voluntary act for the uses and purposes mentioned in this instrument.

Dated: March 25, 2005



Carrie Huffer

Carrie Huffer  
Notary Public in and for the State of Washington  
Residing at: Burlington  
My appointment expires: 12/31/2007



200503280012  
Skagit County Auditor