

AFTER RECORDING MAIL TO:

FIRST AMERICAN TITLE
PO Box 1667
INOWAT VERNON, WA 98273.



200512230142
Skagit County Auditor

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Filed for Record at Request of :
First American Title Of Skagit County
Escrow Number: 86283

Subordination Agreement

FIRST AMERICAN TITLE CO.

Reference Number(s): 86283
Grantor(s): Noretap
Grantee(s): Whidbey Island Bank

86283E-4

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. **NORETEP**
referred to herein as "subordinator", is the owner and holder of a mortgage dated _____ which is recorded in volume _____ of Mortgages, page _____ under auditor's file No. 200512230141, records of Skagit _____ County.
Whidbey Island Bank
2. referred to herein as "lender", is the owner and holder of a mortgage dated Dec. 12, 2005 executed by John E. Borders and Barbara L. Alumbaugh (which is recorded in volume _____ of Mortgages, page _____, auditor's file No. 200512230140 records of Skagit _____ County) (which is to be recorded concurrently herewith).
3. **John E. Borders and Barbara A. Alumbaugh**, each as their separate estate 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 day of December, 2005

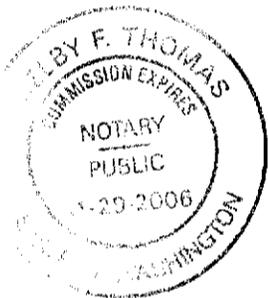
NOTICE: THIS SUBORDINATION CONTAINS A PROVISION WHICH ALLOWS THE PERSON OBLIGATED ON YOUR REAL PROPERTY SECURITY TO OBTAIN A LOAN A PORTION OF WHICH MAY BE EXPENDED FOR OTHER PURPOSES THAN IMPROVEMENT OF THE LAND. IT IS RECOMMENDED THAT, PRIOR TO THE EXECUTION OF THIS SUBORDINATION AGREEMENT, THE PARTIES CONSULT THEIR ATTORNEYS WITH RESPECT THERETO.

Ronald Schultz Peter J. Goeschel

State of Washington }
County of Skagit } SS:

I certify that I know or have satisfactory evidence that Ron Schultz & Peter Goeschel, the person(s) who appeared before me, and said person(s) acknowledged that he/she/they signed this instrument and acknowledge it to be his/her/their free and voluntary act for the uses and purposes mentioned in this instrument.

Date: 12/20/2005



[Signature]

Notary Public in and for the State of Washington
Residing at Skagit County
My appointment expires: 11/29/2006



200512230142
Skagit County Auditor