

After Recording Mail to:

Name Peoples Bank  
Address PO Box 233  
City, State, Zip Lynden, WA 98264



200608290103  
Skagit County Auditor

8/29/2006 Page 1 of 1 3:18PM

Filed for Recording at Request of: **Peoples Bank.**

**CHICAGO TITLE CO. 1236433 SM**  
**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 OF LATER SECURITY INSTRUMENT.

The undersigned subordinator and owner agrees as follows:

1. **Peoples Bank** referred to herein as "subordinator", is the owner and holder of a **Deed of Trust** dated **July 22, 2005** which was recorded on **October 20, 2005** in volume -- of mortgages, page -- under auditors file No **20051020058 with a rerecording on November 17, 2005 under auditors file No. 200511170169** records of **Skagit County**.
2. **Peoples Bank** referred to herein as "lender", is the owner and holder of a **Deed of Trust** dated **July 11, 2005** executed by **Andrew C Schwenk and Stephanie C Schwenk and Judith S Schwenk** which was recorded on **July 14, 2005** in volume -- of mortgages, page -- under auditors file No **200507140091 with a rerecording on November 17, 2005 under auditors file No. 200511170167 and a rerecording on June 8, 2006 under auditors file No. 20060608003** records of **Skagit County** and **Deed of Trust** dated **September 27, 2005**, executed by **Andrew C Schwenk and Stephanie C Schwenk and Judith S Schwenk**, (which is recorded under auditor's file No. **200509300211 on September 30, 2005 with a rerecording on June 9, 2006 under auditor's file No. 200606090010** of **Skagit County**
3. **Andrew C Schwenk and Stephanie C Schwenk husband and wife and Judith S Schwenk, as her separate estate** referred to herein as "owner", is the owner of all 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 occurring thereunder, including any extension or renewal thereof.
5. "Subordinator" acknowledge 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 mortgagee 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 ad "deed of trust", and gender and number of pronouns considered to conform to undersigned.

Executed this 25th day of August, 2005

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.

X Ginger Jones  
Ginger Jones

STATE OF WASHINGTON, COUNTY OF Whatcom

I certify that I know or have satisfactory evidence that \_\_\_\_\_ the person who appeared before me, and said person acknowledged that **he/she** signed this instrument, on oath stated that **she** was authorized to execute the instrument and acknowledged it as the \_\_\_\_\_ to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.  
GIVEN under my hand and official seal this 25th day of August, 2005

Debra J. Jones  
(Signature of Notary)

Print Name Debra J. Jones

Notary Public in and for the State of WASHINGTON  
residing at Waskach

