

When recorded return to:
INDUSTRIAL CREDIT UNION OF WHATCOM COUNTY
3233 NORTHWEST AVENUE
BELLINGHAM, WA 98225



200702280090

Skagit County Auditor

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CHICAGO TITLE COMPANY
IC41388

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. INDUSTRIAL CREDIT UNION OF WHATCOM COUNTY
referred to herein as "subordinator," is the owner and holder of a mortgage dated OCTOBER 17, 2006 which is recorded under auditor's file No. 200610240135 , records of SKAGIT County, Washington.
2. BANNER BANK
referred to herein as "lender," is the owner and holder of a mortgage dated FEBRUARY 7, 2007 executed by MONTAGUE C. SMITH JR AND AUDREY S. SMITH which is recorded under auditor's file No. 200702280089 records of SKAGIT County, Washington. (which is to be recorded concurrently herewith).
3. MONTAGUE C. SMITH JR AND AUDREY S. SMITH
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 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.

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 HIS/HER/THEIR ATTORNEYS WITH RESPECT THERETO.

Dated: 02/22/2007

x Daphne Lindsay
DAPHNE LANDSAY
INDUSTRIAL CREDIT UNION OF WHATCOM

x Montague C. Smith Jr
MONTAGUE C. SMITH JR.
x Audrey S. Smith
AUDREY S. SMITH



200702280090
Skagit County Auditor

STATE OF WASHINGTON

ss.

COUNTY OF WHATCOM

I certify that I know or have satisfactory evidence that DAPHNE LINDSAY

(is/~~are~~) the person(~~s~~) who appeared before me, and said person(~~s~~) acknowledged that DAPHNE LINDSAY signed this instrument, on oath stated that SHE IS authorized to execute the instrument and acknowledge it as the MEMBER SERVICE REPRESENTATIVE of INDUSTRIAL CREDIT UNION OF WHATCOM COUNTY to be the free and voluntary act of such party(ies) for the uses and purposes mentioned in this instrument.

Dated: 02/22/2007

Angela Morgan

Notary name printed or typed: ANGELA MORGAN
Notary Public in and for the State of WASHINGTON
Residing at FERNDALE, WA
My appointment expires: 04/06/2010



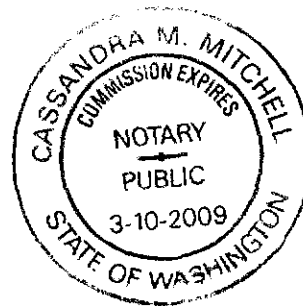
200702280090
Skagit County Auditor

STATE OF WASHINGTON
COUNTY OF Skagit

I certify that I know or have satisfactory evidence that MONTAGUE C. SMITH, JR. AND AUDREY S. SMITH (is/are) the 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: 2-23-07

Cassandra M. Mitchell
Cassandra M. Mitchell
Notary Public in and for the State of Washington
Residing at Mount Vernon
My appointment expires: March 10, 2009



200702280090

Skagit County Auditor