

After recording please return to:
Boeing Employees' Credit Union
[Name]
P.O. Box 97050
[Street Address]
Seattle, WA 98124
[City, State Zip Code]



200903270140

Skagit County Auditor

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5 3:32PM

CHICAGO TITLE CO.

620000893

[Space Above This Line For Recording Data]

Parcel # 4000-000-022-0006

Loan No.: 101282

Abbreviated Legal Lots 22 and 23, SHOREWOOD

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 agree as follows:

1. BOEING EMPLOYEES' CREDIT UNION referred to herein as "subordinator", is the owner and holder of a mortgage dated **May 17, 2008** which is recorded in volume _____ of Mortgages, page _____, under auditor's file no. **200805300092** records of Skagit County.
2. BOEING EMPLOYEES' CREDIT UNION referred to herein as "lender" is the owner and holder of the mortgage dated **March 19, 2009** executed by **Dennis L Ness and Judith E Ness** (which is recorded in volume _____ of Mortgages, page _____ under auditor's file no. **200903270139** records of Skagit County) (which is to be recorded concurrently herewith.)
3. **Dennis L Ness and Judith E Ness** 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/her 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/she has had the opportunity to examine the terms of "lenders" 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 "lenders" 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.

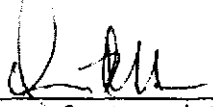


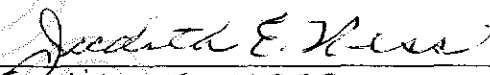
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3. "Subordinator" acknowledges that, prior to the execution hereof, he/she has had the opportunity to examine the terms of "lenders" mortgage, note, and agreements relating thereto, consents to and approves same, and recognizes that "lender" has no obligation to "subordinator" to advance any funds under its mortgage or see to the application of "lenders" 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.
4. It is understood by the parties hereto that "lender" would not make the loan secured by the mortgage in Paragraph 2 without this agreement.
5. 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.
6. 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 confirm to undersigned.

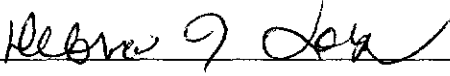
Executed this:

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.


Dennis L. NESS


JUDITH E. NESS

BOEING EMPLOYEES' CREDIT UNION



Debra J. Toepfer
Production Manager

[Acknowledgments on Following Page]

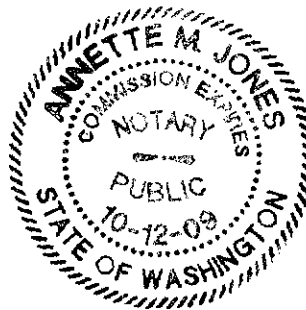


200903270140
Skagit County Auditor

State of Washington: }
County of King: } ss:

On 03/19/2009 before me the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared Debra J. Toepfer, personally known to me to be the person whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her authorized capacity, and that by her signature on the instrument the person or the entity upon behalf of which the person acted, executed the instrument.

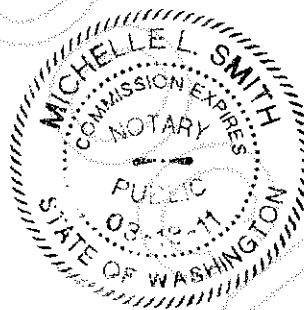
Annette M. Jones
Notary Public in and for the State of Washington
residing in Bothell
My Commission Expires: 10/12/09



State of Washington }
County of Snohomish } ss:

On March 23, 2009 before me, Michelle L. Smith, personally appeared Dennis L. Ness, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name is subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity, and that by his/her/their signature on the instrument the person(s) or the entity upon behalf of which the person(s) acted, executed the instrument.

Michelle L. Smith
Notary Public in and for the State of
residing in
My Commission Expires: 3.13.11



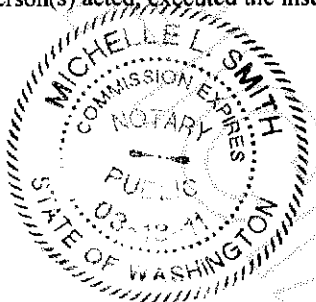
ACKNOWLEDGMENT

State of Washington

County of Snohomish

}
}
} ss:
}

On March 23rd 2009 before me, Michelle L. Smith, personally appeared **Judith E. Ness**, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name is subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity, and that by his/her/their signature on the instrument the person(s) or the entity upon behalf of which the person(s) acted, executed the instrument.



(Seal)

Michelle L. Smith

Notary Public in and for the State of
Residing in

My Appointment Expires: 3.13.11



Skagit County Auditor

EXHIBIT "A"

Lot 23, SHOREWOOD, according to the plat thereof, recorded in Volume 9 of Plats, page 82, records of Skagit County, Washington.

TOGETHER WITH that portion of Lot 22 of said Plat of Shorewood, being described as follows:

Beginning at the Northeast corner of said Lot 22;
thence South $41^{\circ}40'02''$ West along the Northwestern line of said Lot 22, a distance of 73.82 feet;
thence North $60^{\circ}41'13''$ East a distance of 76.59 feet to the Northerly line of said Lot 22;
thence North $45^{\circ}06'38''$ West a distance of 25.00 feet to the point of beginning;

EXCEPT that portion of said Lot 23, being more particularly described as follows:

Beginning at the Southwest corner of said Lot 23;
thence North $41^{\circ}40'02''$ East, along the Southeasterly line of said Lot 23, a distance of 73.82 feet;
thence South $60^{\circ}41'13''$ West, a distance of 64.21 feet to the Southwesterly line of said Lot 23;
thence South $16^{\circ}16'$ East a distance of 24.69 feet to the point of beginning;

Situated in Skagit County, Washington.

- END OF EXHIBIT "A" -



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