

WHEN RECORDED RETURN TO

Name SCHACHT & HICKS

Address PO BOX 1165

City, State, Zip MOUNT VERNON WA 98273



200009190101

Skagit County Auditor

9/19/2000 Page 1 of 1 3:39:28PM



LAND TITLE COMPANY

FILED FOR RECORD AT REQUEST OF

LAND TITLE COMPANY OF SKAGIT COUNTY

m-12597

### 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. FRONTIER BANK referred to herein as "subordinator", is the owner and holder of a Deed of Trust dated 5/19/00, which is recorded in volume 200005220001, records of Skagit County, Washington, under auditor's file No. 200005220001.
2. CONCRETE NORWEST, a Division of MILES SAND & GRAVEL, INC. referred to herein as "lender" is the owner and holder of a Trust Deed dated 12/01/99, executed by THE STARLIGHT GROUP LLC (which is recorded in volume 200005230031, under auditor's file No. 200005230031, records of SKAGIT County (which is to be recorded concurrently herewith).
3. THE STARLIGHT GROUP LLC 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 there under, 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 work "mortgage" appears herein it shall be considered as "deed of trust", and gender and number of pronouns considered to conform to undersigned.

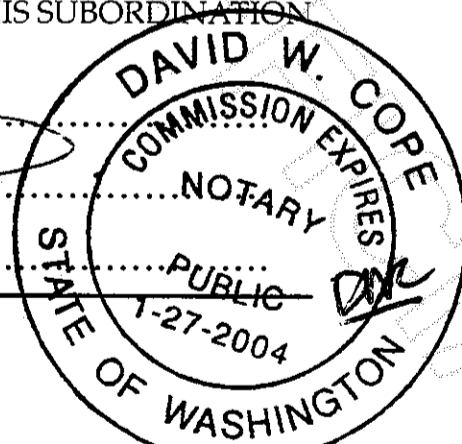
Executed this 19th day of September, 2000

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.

.....  
By T. FitzGerald

FRONTIER BANK

By



STATE OF WASHINGTON }  
COUNTY OF Skagit } ss.

STATE OF WASHINGTON }  
COUNTY OF SKAGIT } ss.

On this day personally appeared before me it to me known to be the individual described in and who executed the within and foregoing instrument, and acknowledged that..... signed the same as..... free and voluntary act and deed, for the uses and purposes therein mentioned.

On this 19th day of Sept., 2000, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared Tim FitzGerald and

..... to me known to be the ..... President and..... Secretary, respectively of FRONTIER BANK the corporation that executed the foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that ..... authorized to execute the said instrument and that the seal affixed is the corporate seal of said corporation.

GIVEN under my hand and official seal this ..... day of .....

Witness my hand and official seal hereto affixed the day and year first above written.

Notary Public in and for the State of Washington, residing at ..... My appointment expires: .....

David W. Cope  
Notary Public in and for the State of Washington, residing at Mt. Vernon, WA  
My appointment expires: 1/27/04  
Printed name: David W. Cope (Sub Agt (11/96))