After Recording Mail to:

2 0 0 2 1 0 1 6 0 1 3 6 Skagit County Auditor 10/16/2002 Page 1 of 3 3:44PM

Name:		Peoples Bank	
Address:	21/ 10	1801 Riverside Dr.	
City. State	e. Zip:	Mount Vernon, WA	98273

Filed for Recording at Request of: Peoples Bank

FIRST AMERICAN TITLE CO.
1017935
ACCOMMODATION RECORDING ONLY

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. <u>Venture Properties</u> Referred to herein as "subordinator", is the owner and holder of a Deed of Trust dated <u>January 7, 2002</u>, which is recorded under auditors file No. <u>200201160154</u>, records of <u>Skagit</u> County.
- 2. <u>Peoples Bank</u> referred to herein as "lender", is the owner and holder of a Modification of Deed of Trust dated <u>October 1, 2002</u> executed by <u>1825 Associates, L.L.C.</u>. Recorded under Auditor's file no. <u>200210010130</u>.(which is recorded concurrently herewith.)
- 3. <u>1825 Associates, L.L.C.</u> 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
- 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 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.

Executed this __4th __ day of October, 2002.

Hocken

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.

Venture Properties

By: John N. Hocking Its: General Partner

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By: Richard J. Abbott		
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By: Steven H. Johnson Its: General Partner	_	
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