

WHEN RECORDED RETURN TO:

Name: Dennis Schneider
Address: 12115 26th AV NE
City, State, Zip WA STEVENS WA 98258



200305290230
Skagit County Auditor

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Chicago Title Company - Island Division

C 27265

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. DENNIS S. SCHNEIDER referred to herein as "subordinator", is the owner and holder of a mortgage dated May 21, 2003, 2003 which is recorded in volume N/A of Mortgages, page N/A, under auditor's file No: 200305290299 records of SKAGIT County.

2. HORIZON BANK referred to herein as "lender" is the owner and holder of the mortgage dated MAY 23, 2003, executed by CC&R DEVELOPMENT LLC (which is recorded in volume N/A of Mortgages, page N/A, under auditor's file no. 200305290150, records of Skagit County) (which is to be recorded concurrently herewith).

3. CHECK, CHECK & RHODES, 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 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.

Executed this 24th day of May 2003

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 S. Schneider

STATE OF WASHINGTON

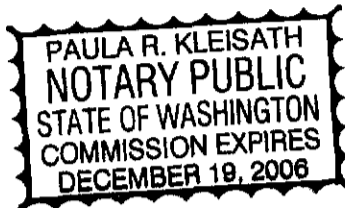
COUNTY OF

I certify that I know or have satisfactory evidence that Dennis S Schneider
is the person who appeared before me, and said person acknowledged that she signed this instrument
and acknowledged it to be her free and voluntary act for the uses and purposes mentioned in the
instrument.

DATED: May 24, 2003

Paula R. Kleisath

Notary Public in and for the State of Washington
Residing in: 9322 WINSLOW ST E WENAT 98205
My appointment expires: Dec 19, 2006
Printed Notary Name: **PAULA R. KLEISATH**



200305290230

Skagit County Auditor