

WHEN RECORDED RETURN TO:

Name: Chae & Associates, P.S.
Address: 3150 Richards Rd., Ste. 204
City, State, Zip Bellevue, WA 98005



20031106003
Skagit County Auditor

11/6/2003 Page 1 of 2 8:40AM

Chicago Title Insurance Company

2601 South 35th, Suite 100, Tacoma, Washington 98409

LAND TITLE COMPANY - SKAGIT COUNTY
108337-P

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. Tosco Marketing Company referred to herein as "subordinator", is the owner and holder of a mortgage dated 5-17 19 96 which is recorded in volume Skagit of Mortgages, page , under auditor's file No. 9605210081 records of County.

2. TemeculaValley Bank referred to herein as "lender" is the owner and holder of the mortgage dated 11/3/ 19 2003, executed by Chan S. Park (which is recorded in volume of Mortgages, page , under auditor's file no. records of Skagit County) (which is to be recorded concurrently herewith).

3. Chan S. Park and Mee Young Lee, husband and wife referred to herein as "owner", is the owner of all the real property described in the mortgage identified above in Paragraph 2. ** and Mee Young Lee

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, not exceeding the total of \$ 1,018,300.00

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 28th day of October 19 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.

Edward J. Hennessy
EDWARD J. HENNESSY
10-28-03

STATE OF WASHINGTON

COUNTY OF Washington

I certify that I know or have satisfactory evidence that

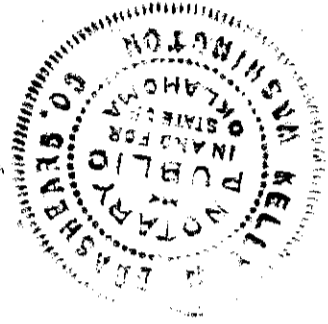
Edward J. Hennessy is the person who appeared before me, and said person acknowledged that he is finance Manager of Tosco Marketing signed this instrument and acknowledged it to be _____ free and voluntary act for the uses and purposes mentioned in the instrument.

DATED: 10/28/03

Kelly M Brashears
01003748

Notary Public in and for the State of Washington
residing at _____

My appointment expires
4/14/2005



A-7 -Individual Capacity

STATE OF WASHINGTON

COUNTY OF _____

I certify that I know or have satisfactory evidence that

_____ is the person who appeared before me, and said person acknowledged that _____ signed this instrument, on oath stated that _____ was authorized to execute the instrument and acknowledged it as _____ of _____

to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

DATED: _____

Notary Public in and for the State of Washington,
residing at _____

My appointment expires

A-7 -Representative Capacity



200311060003
Skagit County Auditor