

WHEN RECORDED RETURN TO:

Name: SUNSHINE HOME MANAGEMENT CO., LLC
Address: 1500 Franklin ST. #300
City, State, Zip San Francisco, CA 94109



200603310245
Skagit County Auditor

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Chicago Title Company - Island Division

IC38293
Chicago Title Co. **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. SUNSHINE HOME MANAGEMENT CO., LLC AND WINDSTAR LLC referred to herein as "subordinator", is the owner and holder of a mortgage dated Dec. 30, 20 05 which is recorded in volume _____ of Mortgages, page _____, under auditor's file No. 200512300190 records of Skagit County.

2. BANK OF THE PACIFIC referred to herein as "lender" is the owner and holder of the mortgage dated March 29, 20 06, executed by SUNSHINE HOME MANAGEMENT CO. LLC, WINDSTAR LLC, ROBERT M. FLICK, ARTHUR N. WIENER (which is recorded in volume _____ of Mortgages, page _____, under auditor's file no 200603310241, records of Skagit County) (which is to be recorded concurrently herewith).

3. Robert M. Flick and Arthur N. Wiener 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 30th day of March, 20 06

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.

SUNSHINE HOME MANAGEMENT CO., LLC
Robert M. Flick, Member

WINDSTAR LLC

STATE OF Wash
COUNTY OF Skagit

I certify that I know or have satisfactory evidence that Arthur N. Wiener
is the person who appeared before me, and
said person acknowledged that he signed this instrument, on oath stated that
he was authorized to execute the instrument and acknowledged it
as member of WINDSTAR, LLC
to be the free and voluntary act of such party for the uses and purposes mentioned in the
instrument.

Dated: 3-30-06



Mary Mansfield
Notary Public
Name printed Mary Mansfield
My appointment expires: 10-28-09

STATE OF Wash
COUNTY OF Skagit

I certify that I know or have satisfactory evidence that Robert M. Flick
is the person who appeared before me, and
said person acknowledged that he signed this instrument, on oath stated that
he was authorized to execute the instrument and acknowledged it
as member of SUNSHINE HOME MANAGEMENT COMPANY LLC
to be the free and voluntary act of such party for the uses and purposes mentioned in the
instrument.

Dated: 3-30-06



Mary Mansfield
Notary Public
Name printed Mary Mansfield
My appointment expires: 10-28-09



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