

WHEN RECORDED RETURN TO:

Horizon Bank
2211 Rimland Drive, Suite 230
Bellingham, WA 98226



200903050113
Skagit County Auditor

3/5/2009 Page 1 of 2 11:16AM

SUBORDINATION AGREEMENT

GUARDIAN NORTHWEST TITLE CO.

Attn: NS Ref #:CMLG701

96689-2

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 agree as follows:

1. **HORIZON BANK** referred to herein as "subordinator", is the owner and holder of a mortgage dated **December 30, 2008** under auditor's file No. **200901020068** records of **SKAGIT** County.
2. **HORIZON BANK** referred to herein as "lender" is the owner and holder of the mortgage dated, **March 3, 2009**, executed by, **CULTUS VIEW, L.L.C.** under auditor's file No. 200903050112, records of **SKAGIT** County, (which is to be recorded concurrently herewith).
3. **CULTUS VIEW, L.L.C.** 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 which 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 3rd day of March, 2009

