



200905060146

Skagit County Auditor

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COVER SHEET

RETURN DOCUMENT TO:

Adelstein Sharpe & Serka, LLP
400 North Commercial Street
Bellingham, WA 98225

CHICAGO TITLE CO.
620002899

DOCUMENT TITLE(S): SUBORDINATION AGREEMENT

REFERENCE NUMBER(S) OF DOCUMENTS ASSIGNED OR RELEASED:

Mortgage Deed – Auditor’s File No. 200712280047
Farm Credit Canada Deed of Trust – Auditor’s File No. *200905060145*

Additional reference numbers found on page N/A of document.

SUBORDINATOR: LARRY JENSEN

LENDER: FARM CREDIT CANADA

OWNER: BERRY STAR FARMS, LLC

Additional parties found on page N/A of document.

ABBREVIATED LEGAL DESCRIPTION (Lot, block, plat or section, township, range).

SECTION 3, TOWNSHIP 35, RANGE 3; PTN. GOV. LOTS 3 & 4
SECTION 4, TOWNSHIP 35, RANGE 3, PTN. GOV. LOT 1 (aka Lot 2, Short Plat No. 5-90)

ASSESSOR’S PROPERTY TAX PARCEL/ACCOUNT NUMBER(S): P33731; P33785 & P33727

For Record at Request of
Starkenburg-Kroontje Attorney at Law, P.S.
PO Box 231
Lynden, WA 98264

AFTER RECORDING RETURN TO:
Adelstein Sharpe & Serka LLP
400 North Commercial Street
Bellingham, WA 98225

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 agree as follows:

1. Larry Jensen referred to herein as "subordinator", is the owner and holder of a Mortgage Deed dated December 21, 2007, which is recorded under Skagit County Auditor's Number 200712280047.
2. Farm Credit Canada referred to herein as "lender" is the owner and holder of a Deed of Trust dated April 29, 2009, executed by Berry Star Farms, L.L.C., that was recorded on May 6, 2009, 2009 under Skagit County Auditor's File No. 200905060145, securing "owner's" guarantee of a loan made by "lender" in the principal amount of Eight Hundred Fifty Thousand Dollars (\$850,000.00) U.S. and any additional loans guaranteed by "owner" together with interest thereon.
3. Berry Star Farms, LLC referred to herein as "owner" is the owner of all the real property described on **Exhibit A** attached hereto.
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 Deed of Trust and all agreements in connection therewith, the "subordinator" does hereby unconditionally subordinate the lien of their mortgage identified in Paragraph 1 above to the lien of "lender's" Deed of Trust, identified in Paragraphs 2 and 3 above, and all advances or charges made or accruing there under or guaranteed and secured thereby, including any extension or renewal thereof.
5. "Subordinator" acknowledges that, prior to the execution hereof, they have had the opportunity to examine the terms of "lender's" Deed of Trust, Credit Agreements and agreements relating thereto, consent to and approve same, and recognizes that "lender" has no obligation to "subordinator" to advance any funds under its Deed of Trust or see to the application of "lender's" Deed of Trust funds, and any application or use of such funds for purposes other than those provided for in such Deed of Trust, 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 Deed of Trust in Paragraph 2 and Paragraph 3 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



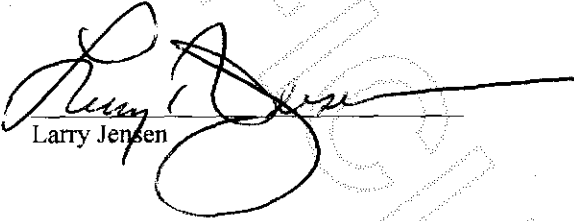
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Deed of Trust in favor of "lender" above referred to and shall supersede and cancel any prior agreements as to such, or any, subordination including, but not limited to, those provisions, if any, contained in the mortgage first above mentioned, which provided of the subordination of the lien or charge thereof to a mortgagor or mortgages to be thereafter executed.

8. The heirs, administrator, assigns and successors in interest of the "subordinator" shall be bound by this agreement. Gender and number of pronouns considered to conform to undersigned.

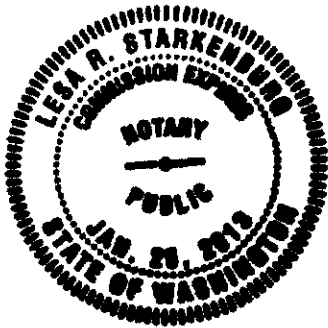
Executed this 6th day of May, 2009.



Larry Jensen

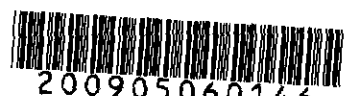
STATE OF WASHINGTON)
) ss.
COUNTY OF WHATCOM)

On this day personally appeared before me, Larry Jensen, to me known to be the individual described herein and who executed the within and foregoing instrument and acknowledged to me that he signed the same as his free and voluntary act for the purposes herein mentioned.

Dated this 6th day of may 2009.




Notary Public in and for the State of Washington
Residing in Wenden
My commission expires: 1/29/13



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Skagit County Auditor

EXHIBIT A

Lot 2, SKAGIT COUNTY SHORT PLAT NO. 5-90, approved January 31, 1990 and recorded February 5, 1990 in Volume 9 of Short Plats, Page 198, under Auditor's File No. 9002050001, records of Skagit County, Washington; being a portion of Government Lot 1 in Section 4, Township 35 North, Range 3 East of Willamette Meridian, and Government Lots 3 and 4 in Section 3, Township 35 North, Range 3 East of the Willamette Meridian.
Situated in Skagit County, Washington.



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