

WHEN RECORDED RETURN TO

Name Land Title Company

Address 2801 Commercial Avenue, Suite #2

City, State, Zip Anacortes, WA 98221



**LAND TITLE
COMPANY**

9808070121

FILED FOR RECORD AT REQUEST OF
Ptn Lots 23, 24, 25, 33, 34, Norman and Woods Subdivision
3808-000-023-0001; 3808-000-034-0008

LAND TITLE COMPANY OF SKAGIT COUNTY **P-84825**

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. Ralph P. Del Giudice (Ralph P. Del Giudice) referred to herein as "subordinator", is the owner and holder of a mortgage dated October 31, 1995, which is recorded in volume 1828 of Mortgages, page 6558, under auditor's file No. 9608230104 of SKAGIT County.
 2. InterWest Bank referred to herein as "lender" is the owner and holder of a mortgage dated July 23, 1997, executed by BDHP, Inc. (which is recorded in volume 1845 of Mortgages, page 355-340, under auditor's file No. 9801240083, records of Skagit County (which is to be recorded concurrently herewith).
 3. BDHP, Inc. Pres. Ralph P. Del Giudice 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 there under, 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 supercede 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 work "mortgage" appears herein it shall be considered as "deed of trust", and gender and number of pronouns considered to conform to undersigned.
- Executed this 26th day of NOVEMBER, 1997

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.

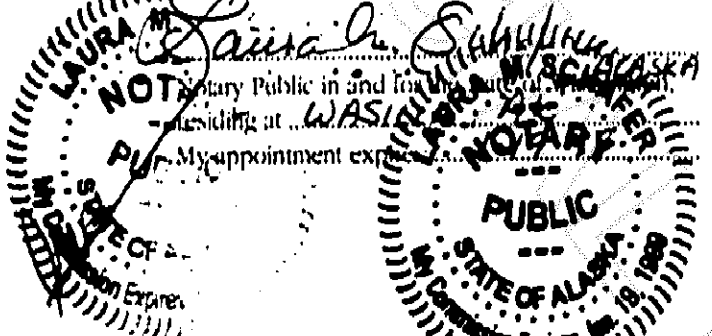
Ralph P. Del Giudice

Ralph P. Del Giudice Pres.
President of BDHP, Inc.
Laura J. Bonner Sec.
Secretary of BDHP, Inc.

STATE OF ~~WASHINGTON~~ ALASKA
COUNTY OF 3RD Jud. Dist.

On this day personally appeared before me
RALPH P. DEL GIUDICE
to me known to be the individual described in and who executed the within and foregoing instrument, and acknowledged that He signed the same as HIS free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this
day of NOVEMBER, 1997



STATE OF ~~WASHINGTON~~ ALASKA
COUNTY OF 3rd Jud. Dist.

On this 26 day of NOVEMBER, 97, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared Ralph P. Del Giudice and Laura J. Bonner to me known to be the BDHP, Inc. President and BDHP, Inc. Secretary, respectively of BDHP, Inc. the corporation that executed the foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that authorized to execute the said instrument and that the seal affixed is the corporate seal of said corporation.

Witness my hand and official seal hereto affixed the day and above written
Laura J. Bonner
Notary Public in and for the State of Washington, ALASKA
residing at WASILLA, AK
My appointment expires: 1-19-99



9808070121

BK1852PGU281

On the 15th day of December 19 97

personally appeared before me

Laura J. Bonner

known to me to be the person(s) who
signed the above document.

Cher Canada

ref "Pharmacia" expires

6/14/2000.

9808070121

BK1852 PG282