

AFTER RECORDING MAIL TO:



200207300124

Skagit County Auditor

7/30/2002 Page 1 of 2 3:57PM

Name ISLAND TITLE COMPANY

Address P. O. BOX 1228

City, State, Zip Anacortes, WA 98221

Filed for Record at Request of:

C22257

AE8329

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. DONALD F. FLEMING, a single person referred to herein as "subordinator," is the owner and holder of a mortgage dated July 19, 2002 which is recorded in volume N/A of Mortgages, page N/A under auditor's file No. 20020730 0123, records of Skagit County.
2. M&D HOLDINGS, LLC, a WA Limited Liability Co. referred to herein as "lender," is the owner and holder of a mortgage dated July 15, 2002 executed by ALPINE VIEW HOMES, LLC, A WA Limited Liability Co. (which is recorded in volume N/A of Mortgages, page N/A under auditor's file No. 20020730 0122 records of Skagit County) (which is to be recorded concurrently herewith).
3. ALPINE VIEW HOMES, LLC, a WA Limited Liability Co. 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 29th day of July, 2002.

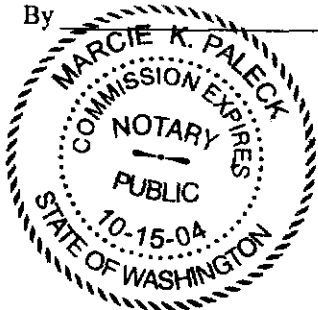
NOTICE: THIS SUBORDINATION AGREEMENT CONTAINS A PROVISION WHICH ALLOWS THE PERSON OBLIGATED ON YOUR REAL PROPERTY SECURITY TO OBTAIN A LOAN, A PORTION OF WHICH MAY BE EXPENDED FOR OTHER PURPOSES THAN IMPROVEMENT OF THE LAND. IT IS RECOMMENDED THAT, PRIOR TO THE EXECUTION OF THIS SUBORDINATION AGREEMENT, THE PARTIES CONSULT WITH HIS/HER/THEIR ATTORNEYS WITH RESPECT THERETO.

By Donald F. Fleming By _____
DONALD F. FLEMING

By _____ By _____

By _____ By _____

By _____ By _____



STATE OF WASHINGTON)
COUNTY OF SKAGIT)-ss

I certify that I know or have satisfactory evidence that DONALD F. FLEMING
(is/are) the person(s) who appeared before me, and said person(s) acknowledged that (he/she/they) signed this instrument and acknowledged it to be (his/her/their) free and voluntary act for the uses and purposes mentioned in this instrument.

Dated: July 29 2002 Marcie K Paleck
Notary Public in and for the state of Washington
My appointment expires: Oct. 15 2004

MARCIE K. PALECK

STATE OF _____)
COUNTY OF _____)-ss

I certify that I know or have satisfactory evidence that _____
(is/are) the person(s) who appeared before me, and said person(s) acknowledged that (he/she/they) signed this instrument, on oath stated that (he/she/they) (is/are) authorized to execute the instrument and acknowledged it as the _____ of _____
to be the free and voluntary act of such party(ies) for the uses and purposes mentioned in this instrument.

Dated: _____
Notary Public in and for the state of _____
My appointment expires: _____