

WHEN RECORDED RETURN TO:

Name:
Address:
City, State, Zip



200303120133
Skagit County Auditor

3/12/2003 Page 1 of 2 3:38PM

Island Title Company

~~ISLAND TITLE CO.~~

C 25974

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.

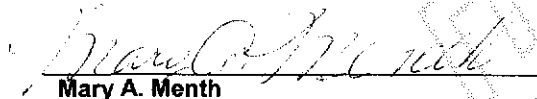
The undersigned subordinator and owner agrees as follows:

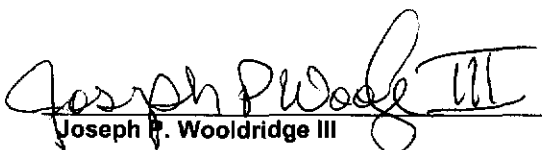
1. **Peter C. Menth and Mary A. Menth** referred to herein as "subordinator", is the owner and holder of a mortgage dated **January 5, 2002** which is recorded in volume **N/A** of Mortgages, page **N/A**, under Auditor's File No. **200201090045** records of **Skagit** County, Washington.
2. **CTX Mortgage Company, LLC** referred to herein as "lender" is the owner and holder of the mortgage dated **March 6, 2003**, executed by **Joseph P. Wooldridge III** and **Sherrie A. Wooldridge** (which is recorded in volume **N/A** of Mortgages, page **N/A**, under Auditor's File No. **200303120132**, records of **Skagit** County, Washington) (which is to be recorded concurrently herewith).
3. **Joseph P. Wooldridge III and Sherrie A. Wooldridge** 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.

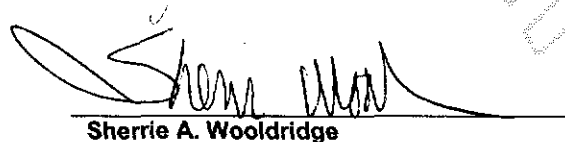
Executed this 7th day of **March, 03**.

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.


Peter C. Menth


Mary A. Menth


Joseph P. Wooldridge III


Sherrie A. Wooldridge

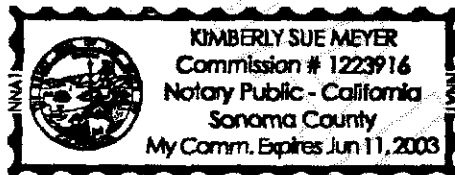
STATE OF California)
) ss.
COUNTY OF Sonoma)

On this day personally appeared before me Kimberly Sue Meyer
Peter C. Menth and Mary A. Menth
to me known to be the individual(s) described in and who executed the within and
foregoing instrument and acknowledged to me that he/she/they signed the same as
his/her/their free and voluntary act and deed for the purposes therein mentioned.

Given under my hand and official seal this 10th day of March, 2003

Kimberly Sue Meyer
Notary Public in and for the State of California,
residing at Santa Rosa

My appointment expires: June 11, 2003

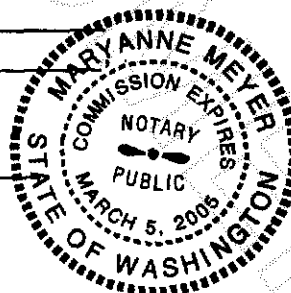


STATE OF Washington)
) ss.
COUNTY OF Skagit)

On this day personally appeared before me _____
Joseph P. Wooldridge III and Sherrie A. Wooldridge
to me known to be the individual(s) described in and who executed the within and
foregoing instrument and acknowledged to me that he/she/they signed the same as
his/her/their free and voluntary act and deed for the purposes therein mentioned.

Given under my hand and official seal this 7th day of March, 2003

Mary Anne Meyer
Notary Public in and for the State of Washington
residing at Sedro-Woolley
Mary Anne Meyer
My appointment expires: March 5, 2005



200303120133
Skagit County Auditor