

AFTER RECORDING MAIL TO:

Fremont Investment & Loan
Loan #927000099564
2033 N. Main Street #400
Walnut Creek, CA 94596



200404280127

Skagit County Auditor

4/28/2004 Page

1 of

2 3:29PM

Filed for Record at Request of :
Land Title Company of Skagit
Escrow Number: 111490-PE

LAND TITLE OF SKAGIT COUNTY

Subordination Agreement

Reference Number(s):

Grantor(s): Kahns, Cherri L.

Grantee(s): Fremont Investment & Loan

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. Cherri L. Kahns, a married person as her separate property referred to herein as "subordinator", is the owner and holder of a mortgage dated April 13, 2004 which is recorded in volume _____ of Mortgages, page _____ under auditor's file No. 200404280126, records of Skagit County. Fremont Investment & Loan
2. referred to herein as "lender", is the owner and holder of a mortgage dated April 19, 2004 executed by Robert L. Cole and Joyce F. Zeigen-Cole, husband and wife (which is recorded in volume _____ of Mortgages, page _____, auditor's file No. 200404280125 records of Skagit County) (which is to be recorded concurrently herewith).
3. Robert L. Cole and Joyce F. Zeigen-Cole, husband and wife 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 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 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 15 day of April, 2004

NOTICE: THIS SUBORDINATION 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 THEIR ATTORNEYS WITH RESPECT THERETO.

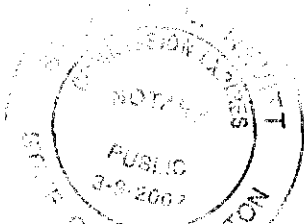
Cherri L. Kahns
Cherri L. Kahns (Subordinator)

Robert L. Cole
Robert L. Cole (Owner)
Joyce F. Zeigen-Cole
Joyce F. Zeigen-Cole (Owner)

State of Washington }
County of Skagit } SS:

I certify that I know or have satisfactory evidence that Cherri L. Kahns is the person(s) who appeared before me, and said person(s) acknowledged that she signed this instrument and acknowledge it to be her free and voluntary act for the uses and purposes mentioned in this instrument.

Dated: 4-14-04

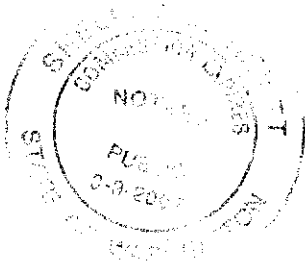


Shelley Nevitt
Notary Public in and for the State of Washington
Residing at: Mt. Vernon
My appointment expires: 3-9-07

State of Washington }
County of Skagit } SS:

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

Dated: 4-15-04



Shelley Nevitt
Notary Public in and for the State of Washington
Residing at: Mount Vernon
My appointment expires: 3/09/2007



200404280127
Skagit County Auditor