

WHEN RECORDED RETURN TO:

Name: _____
Address: _____
City, State, Zip: _____



200504070133

Skagit County Auditor

4/7/2005 Page

1 of

2 11:31AM

Chicago Title Company - Island Division

Chicago Title IC34556 ✓

Escrow BE9809

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. LRDTD JOHNSON PARTNERSHIP, a Washington general partnership referred to herein as "subordinator", is the owner and holder of a mortgage dated December 8, 2004, which is recorded in volume _____ of Mortgages, page _____, under auditor's file No. 200412100117, records of Skagit County.
2. PRIVATE LENDERS GROUP, LLC, a Washington Limited Liability Company referred to herein as "lender" is the owner and holder of the mortgage dated April 5, 2005, executed by ADVOCATE GROUP ENTERPRISES, L.L.C. (which is recorded in volume _____ of Mortgages, page _____, under auditor's file no. 200504070131), records of Skagit County, which was assigned to PRK Funding Services, Inc., a Washington corporation, as Custodian for the Note holders in PLG Fund I, LLC, a Washington Limited Liability Company, recorded under auditor's file no. 200504070132, records of Skagit County, Washington.
3. ADVOCATE GROUP ENTERPRISES, L.L.C. 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 6th day of ~~December, 2004~~ April, 2005

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.

LRDTD JOHNSON PARTNERSHIP

Terry L Johnson Partner
Terry L Johnson, Partner Date 4/6/05

David E. Johnson Partner
David E. Johnson, Partner Date 4-6-05

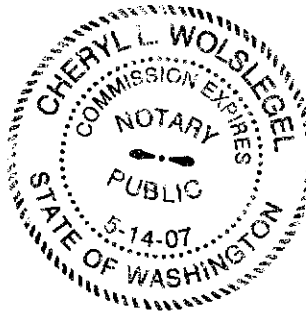
STATE OF WASHINGTON
COUNTY OF SKAGIT

I certify that I know or have satisfactory evidence that
Larry L. Johnson and David E. Johnson, are
the persons who appeared before me, and said persons acknowledged that they
signed this instrument, on oath stated that they were authorized to execute the
instrument and acknowledge it as the Partners of LRDTD Johnson Partnership to be
the free and voluntary act of such party for the uses and purposes mentioned in the
instrument.

DATED: April 6, 2005

Cheryl L. Wolslegel

Notary Public in and for the State of Washington
Residing in: Mount Vernon
My appointment expires: 5/14/07



200504070133
Skagit County Auditor