200607280158 Skagit County Auditor 7/28/2006 Page 1 of 2 2:12PM

WHEN RECORDED RETURN TO

Name Michael A. Winslow Address 411 Main Street City, State, Zip Mount Vernon, WA 98273

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.

FIRST AMERICAN TITLE CO.

The undersigned subordinator and owner agrees as follows:

ACCOMMODATION RECORDING ONLY

- SEAS, Inc, a Washington corporation referred to herein as "subordinator", is the owner and holder of a Deed of Trust dated June 3, 2003, which is recorded in volume under auditor's file No. 200306040081, records of Skagit County.
- 2. Pension Portfolio Services, Inc., a Washington corporation referred to herein as "lender", is the owner and holder of a Deed of Trust dated February 14, 2006, executed by Pasquale J. Senatore, Jr., under auditor's file No. 200602150080, records of Skagit County.
- 3. Pasquale J. Senatore, Jr., referred to herein as "owner", is the owner of all the real property described in the Deed of Trust 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 additional \$10,000.00 or funds by modification agreement of even date to be additionally secured under its Deed of Trust, and all agreements in connection therewith, the "subordinator" does hereby unconditionally subordinate the lien of his Deed of Trust identified in Paragraph 1 above to the lien of "lender's" Deed of Trust, 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" Deed of Trust, 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 Deed of Trust or see to the application of "lender's" Deed of Trust funds, and any application or use of such funds for purposes other than those provided for in such Deed of Trust, 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 Deed of Trust 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 Deed of Trust first above mentioned to the lien or charge of the Deed of Trust 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 Deed of Trust first above mentioned, which provide for the subordination of the lien or charge thereof to a Deed of Trust or Deed of Trust s 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 "Deed of Trust" appears herein it shall be considered as "deed of trust", and gender and number of pronouns considered to conform to undersigned.

Executed this 26 day of July, 2006

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.

Pasquale J. Senatore, Jr

SEAS, Inc., a Washingto Corporation

Pension Portfolio Services, Inc.

Gale A. Hickok, President

James E. Bolduc, President

STATE OF WASHINGTON COUNTY OF Skagit

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Lecrtify that I know or have satisfactory evidence that Pasquale J. Senatore, Jr is the person who appeared before me, and said person acknowledged it to be his free and voluntary act for the uses and purposes mentioned in this instrument.

Dated: July 26, 2006

TOTON NOISZIMMES OF THE PARTON PARTON

STATE OF WASHINGTON COUNTY OF Skagit Notary Public in and for the State of Washington

Residing at Mount Vernon

My appointment expires:

4/5/09

I certify that I know or have satisfactory evidence that Gale A. Hickok is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he is authorized to execute the instrument and acknowledged it as the President of SEAS, Inc., a Washington Corporation to be the free and voluntary act of such party for the uses and purposes mentioned in this instrument.

Dated: July 26, 2006]

NOTARY & PUBLIC 12-10-06

Notary Public in and for the State of Washington

Besiding at Mount Vernon

My appointment expires:

12-10-06

STATE OF WASHINGTON COUNTY OF Skagit

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I certify that I know or have satisfactory evidence that James E. Bolduc is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he is authorized to execute the instrument and acknowledged it as the President of Pension Portfolio Services, Inc., a Washington Corporation to be the free and voluntary act of such party for the uses and purposes mentioned in this instrument.

Dated: July 26, 2006

PUBLIC

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Notary Public in and for the State of Washington

Residing at Mount Vernon

My appointment expires:

200607280158 Skagit County Auditor

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