

145708

BOOK 228 PAGE 393

WHEN RECORDED RETURN TO:

Name: Private Investments, Inc
 Address: 1925 Belmont Loop # 200
 City, State, Zip: Woodland, WA 98674

FILED FOR RECORD
 SPANISH TO WASH
 BY Fidelity Title
 AUG 23 3 46 PM '02
 J. MICHAEL G. RYANSON

Fidelity National Title FNT

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. THE HIGHLANDS LIMITED PARTNERSHIP is the owner and holder of a mortgage dated AUGUST 20, 20 02, referred to herein as "subordinator", which is recorded in volume _____ of Mortgages, page _____, under auditor's file No. 145707, records of SKAMANIA County.
2. DENIS AND CLAUDIA LEMOINE LIVING TRUST DATED 5/13/98 referred to herein as "lender" is the owner and holder of the mortgage dated August 20, 20 02, executed by COOKS (which is recorded in volume 228 of Mortgages, page 390, under auditor's file no. 145707, records of SKAMANIA County) (which is to be recorded concurrently herewith).
3. JAMES R. COOK AND DENICE C. COOK, HUSBAND AND WIFE DBA JRD ENTERPRISE 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 20th day of August, 20 02

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.

The Highlands Limited Partnership

William A. Behrens
 William A. Behrens, general partner

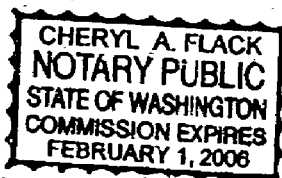
James R. Cook
Denice C. Cook
 Denice C. Cook

STATE OF WASHINGTON

COUNTY OF CLALLAM

I certify that I know or have satisfactory evidence that James R. Cook
✓ Denise C. Cook is the person who appeared before
 me, and said person acknowledged that they
 signed this instrument and acknowledged it to be theirs free and voluntary act for
 the uses and purposes mentioned in the instrument.

DATED: Aug 20, 2002



Cheryl A. Flack
 Notary Public

My appointment expires
2/1/2006

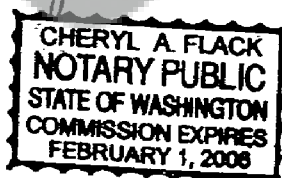
A-7 - Individual Capacity

STATE OF WASHINGTON

COUNTY OF CLALLAM

I certify that I know or have satisfactory evidence that
William H. Belson is
 the person who appeared before me, and said person acknowledged that
General Partner signed this instrument, on oath stated that
he was authorized to execute the instrument and acknowledged it
 as General Partner
 of The Highland Limited Partnership
 to be the free and voluntary act of such party for the uses and purposes mentioned in the
 instrument.

DATED: Aug 21, 2002



Cheryl A. Flack
 Notary Public

My appointment expires
2/1/2006

A-7 - Representative Capacity