

WHEN RECORDED RETURN TO

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. STEELE INVESTMENTS, LLC A WASHINGTON LIMITED LIABILITY COMPANY referred to herein as "subordinator", is the owner and holder of a mortgage dated JANUARY 7, 2005, which is recorded JANUARY 13, 2005, under Recording No. 2005155917, records of SKAMANIA County.
2. PENSICO TRUST COMPANY CUSTODIAN FBO DONALD E. WRIGHT IRA ACCT # WR1AA referred to herein as "lender", is the owner and holder of a mortgage dated JANUARY 7, 2005, executed by BREE HOMES LLC which is recorded, JANUARY 13, 2005 under Recording No. 2005155916, records of SKAMANIA County.
3. BREE HOMES LLC, A WASHINGTON LIMITED LIABILITY COMPANY 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 7TH day of JANUARY, 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.


DEBORAH SULLIVAN, MANAGING MEMBER


SABRINA A. PLANTENBERG, MANAGING MEM

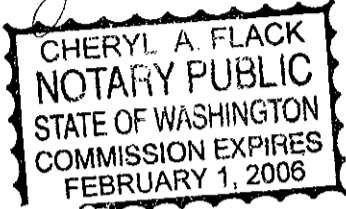
STATE OF WASHINGTON
COUNTY OF CLALLAM

} ss

Deborah Sullivan

I certify that I know or have satisfactory evidence that Deborah Sullivan is/are the persons who appeared before me, and said persons acknowledged it to be his/her/their free and voluntary act for the uses and purposes mentioned in this instrument.

Dated: Jan 7, 2005



Cheryl Flack

Notary Public in and for the State of Washington
Residing at Vancouver
My appointment expires: 2/1/2006

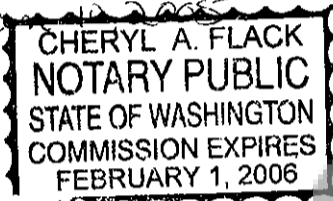
STATE OF WASHINGTON
COUNTY OF CLALLAM

} ss

Sabrina A. Plantenberg

I certify that I know or have satisfactory evidence that Sabrina A. Plantenberg is/are the persons who appeared before me, and said persons acknowledged that he/she/they signed this instrument, on oath stated that he/she/they authorized to execute the instrument and acknowledged it as the Manager of Bree Amore to be the free and voluntary act of such party for the uses and purposes mentioned in this instrument.

Dated: Jan 12, 2005



Cheryl Flack

Notary Public in and for the State of Washington
Residing at Vancouver
My appointment expires: 2/1/2006

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