



200408020107
Skagit County Auditor

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Return To:

Frontier Bank
RE Commercial Mortgage Div.
332 SW Everett Mall Way
Everett, WA 98204

CHICAGO TITLE IC28777✓

Document Title: Non-Disturbance and Attornment Agreement
Grantor/Mortgagee: Frontier Bank
Grantee/Lessee: Automatic Laundry Company, Ltd.
Legal Description: W1/2 W1/2 W1/2 NW1/4 SW1/4 EXC W 30FT THOF TGW W 5FT OF THE FOLL (SEE ATTACHED EXHIBIT A)
Tax Parcel Number: P27305
340421-3-014-009

NON-DISTURBANCE AND ATTORNMENT AGREEMENT

This Agreement is made as of the 28th day of July, 2004, by and between AUTOMATIC LAUNDRY COMPANY, LTD. ("Lessee") and FRONTIER BANK ("Mortgagee.")

WITNESSETH

WHEREAS, Mount Vernon Arbor Park LLC ("Lessor") is the owner of that certain real property ("Premises") and the improvements thereon situated at 200 S La Venture Rd, Mount Vernon, Skagit County, Washington, being more particularly described as:

W1/2 W1/2 W1/2 NW1/4 SW1/4 EXC W 30FT THOF TGW W 5FT OF THE FOLL (SEE ATTACHED EXHIBIT A)

WHEREAS, Lessor and Lessee have entered into a Laundry Room Lease (together with any extension or renewals, hereinafter referred to as the "Lease") commencing April 1, 2002, recorded under auditor's file No. 200203150185, records of Skagit County, Washington covering certain space within the improvements located on the Premises; and

WHEREAS, Lessor is indebted to Mortgagee as evidenced by a Promissory Note dated July 30, 2004 secured by a Deed of Trust ("Deed of Trust") covering the Premises and filed of record* in the Public Records of Skagit County, Washington; and *under Auditors File No. 200407300162

WHEREAS Mortgagee and Lessee desire to enter into certain agreements with respect to the Deed of Trust and the Lease;

NOW THEREFORE, for and in consideration of the Premises and the mutual

covenants hereinafter set forth, Mortgagee and Lessee hereby agree as follows:

1. Lessee covenants and agrees with Mortgagee that, subject to the rights of Lessee hereinafter set forth, Lessee's right, title and interest in and to the Premises pursuant to the Lease are and shall be subject, subordinate and inferior to the lien and security interests under the Deed of Trust;

2. In the event of any foreclosure under the Deed of Trust, either by judicial proceeding or by trustee sale pursuant to the power of sale granted under the Deed of Trust, or if conveyance of the Premises is made in lieu of foreclosure (any such foreclosure or conveyance hereinafter referred to as "Foreclosure"), then the Lease shall not be terminated as a result of such Foreclosure, whether by operation of law or otherwise, but rather, notwithstanding such Foreclosure, the Lease shall continue in full force and effect in accordance with the provisions contained therein, and the rights of Lessee under the Lease shall not be interfered with or disturbed by any party owning the Premises or any interest therein as a result of the Foreclosure, and such owner of the Premises will assume all obligations of the Lessor under the Lease, and Lessee will attorn to such owner and continue to comply with all of its obligations under the Lease.

This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, successors and assigns.

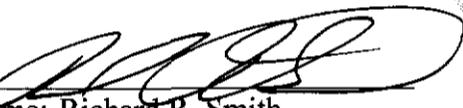
LESSEE:

Automatic Laundry Company, Ltd.
P.O. Box 1134
Lynnwood, WA 98036

MORTGAGEE:

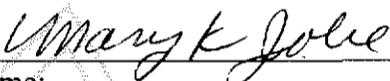
Frontier Bank
PO Box 2210
Everett, WA 98213

By


Name: Richard R. Smith

Title: Authorized Representative

By


Name:

Title: Vice Pres

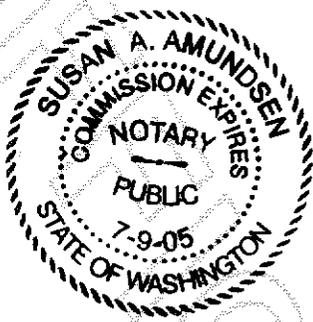


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STATE of Washington)
)ss.
COUNTY of Snohomish)

The foregoing instrument was acknowledged before me this 28th day of July, 2004, by Richard R. Smith an Authorized Representative of Automatic Laundry Company, Ltd., a Texas limited partnership, By: JCP Holding, L.P., its general partner, By: JCP Holding Genpar, LLC, its general partner.

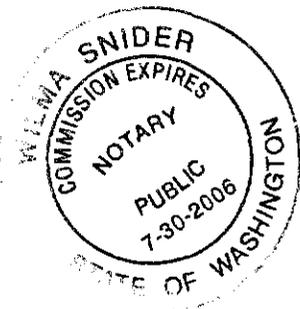


Susan A. Amundsen
Print Name: Susan A. Amundsen
Notary Public in and for the State of Washington
Residing at Shoreline
My appointment expires: 7-9-05

STATE OF WA)
)ss.
COUNTY OF Snohomish)

On this 30th day of July, 2004, before me, the undersigned Notary Public in and for the State of WA, duly commissioned and sworn, personally appeared Mary Jobe, to me known to be the V.P. of Frontier Bank, the Mortgagee that executed the within and foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said Mortgagee for the uses and purposes therein mentioned, and on oath stated that he/she is authorized to execute the said instrument.

GIVEN under my hand and official seal the day and year first hereinabove set forth.



Wilma Snider
Print name: Wilma Snider
Notary Public in and for the State of WA
Residing at Arington
My commission expires: 7/30/06



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EXHIBIT A / LEGAL DESCRIPTION:

ARBOR TERRACE APARTMENTS

200 S LA VENTURE RD

PARCEL # P27305

W1/2 W1/2 W1/2 NW1/4 SW1/4 EXC W 30 FT THOF TGW W 5FT OF THE FOLL
DESC PAR "A" LYING ADJ TO & PLW THE E R/W LINE OF LAVENTURE RD;
PAR "A" THE N 300FT OF W1/2 W1/2 NW1/4 SW1/4 OF SEC 21 EXC W 30FT
THOF CONVEYED TO CITY OF MV FOR ST PURPOSES AF#863093 TGW
WITH A PAR OF LAND LOCATED IN NW1/4 SW1/4 OF SEC 21 DAF CAT W1/4
COR OF ABOVE DESC SEC 21 TH SLY ALG W LINE OF SEC 21 58FT TH ELY
PERPENDICULAR TO SD W LINE OF THE SEC FOR A DISTANCE OF 35FT
TPOB OF THIS DESC FR THE TPOB TH NELY TAP THAT IS 30FT S OF N LINE
OF SD SEC 21 & 62FT E OF W LINE OF SD SEC 21 TH WLY PLW THE N LINE
OF SD SEC 21 TAP THAT IS 35FT E OF WHEN MEASURED PERPENDICULAR
TO THE E LINE OF SD SEC 21 TH SLY PLW THE W LINE OF SD SEC 21 TO
TPOB



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