



200509220123  
Skagit County Auditor

9/22/2005 Page 1 of 9 11:43AM

**Return Address:**

Washington Community Reinvestment Association  
P.O. Box 2609  
Seattle, WA 98111-2609

Loan No. 1-040260

117221-P  
LAND TITLE OF SKAGIT COUNTY

**SUBORDINATION, NONDISTURBANCE  
AND ATTORNMENT AGREEMENT**

Reference numbers of related documents: 200307310089 and 200509220118

on page 1 of document

**Grantor(s):**

1. Automatic Laundry Company, Ltd.
2. Ridgeview Mount Vernon Limited Partnership
- 3.

etc. additional names on page \_\_\_\_ of document

**Grantee(s):**

1. Washington Community Reinvestment Association
- 2.
- 3.

etc. additional names on page \_\_\_\_ of document

**Legal Description:**

1. Lots 97-104, Parker Business Center.
2. Additional legal description is on page 6 of document

Assessor's Property Tax Parcel Account Number(s): 4367-000-097-0003, 4367-000-098-0002, 4367-000-099-0001, 4367-000-100-0008, 4367-000-101-0007, 4367-000-102-0006, 4367-000-103-0005, 4367-000-104-0004, 4367-000-117-0801.

**SUBORDINATION, NONDISTURBANCE  
AND ATTORNMENT AGREEMENT**

This SUBORDINATION, NONDISTURBANCE, AND ATTORNMENT AGREEMENT ("Agreement") is made as of September 1, 2005 among AUTOMATIC LAUNDRY COMPANY, LTD., ("Tenant"), WASHINGTON COMMUNITY REINVESTMENT CORPORATION, a Washington nonprofit corporation ("Lender"), and RIDGEVIEW MOUNT VERNON ASSOCIATES LIMITED PARTNERSHIP, a Washington limited partnership ("Landlord").

WITNESSETH:

WHEREAS, Tenant has entered into a contract for laundry equipment mutually agreed commencing on July 18, 2003, for which a memorandum of contract was recorded on July 31, 2003, ~~XXXX~~ under Auditor's File No. 200307310089, records of Skagit County, Washington (the "Lease") with Landlord covering premises (the "Premises") described in Exhibit A attached hereto and incorporated herein by this reference;

WHEREAS, Lender has agreed to make a loan of \$328,835.00 to Landlord secured by a multifamily deed of trust, assignment of rents and security agreement encumbering the Premises (together with riders, the "Deed of Trust"); and Recorded 9/22/2005 Auditors # 200509220118

WHEREAS, Lender has been requested by Tenant and by Landlord to enter into a nondisturbance agreement with Tenant;

NOW, THEREFORE, in consideration of the premises and mutual covenants hereinafter contained, the parties hereto mutually covenant and agree as follows:

1. The Lease and any extensions, renewals, replacements or modifications thereof, and all of the right, title and interest of Tenant in and to the Premises are and shall be subject and subordinate to the Deed of Trust and to all of the terms and conditions contained therein, and to any renewals, modifications, replacements, consolidations and extensions thereof.

2. Lender consents to the Lease and, in the event of foreclosure of the Deed of Trust, or in the event Lender comes into possession or acquires title to the Premises as a result of the enforcement of foreclosure of the Deed of Trust or the note secured thereby, or as a result of any other means, Lender agrees to recognize Tenant and further agrees that Tenant shall not be disturbed in its possession of the Premises for any reason other than one which would entitle Landlord to terminate the Lease under its terms or would cause, without further action by Landlord, the termination of the Lease or would entitle Landlord to dispossess Tenant from the Premises.

3. Tenant agrees with Lender that if the interests of Landlord in the Premises shall be transferred to and owned by Lender by reason of foreclosure or other proceedings brought by it, or by any other manner, Tenant shall be bound to Lender under all of the terms, covenants and conditions of the Lease for the balance of the term thereof remaining and any extensions or renewals thereof which may be affected in accordance with any option therefor in the Lease, with the same force and effect as if Lender were the landlord under the Lease, and Tenant does hereby attorn to Lender as its landlord, such attornment to be effective and self-operative without the execution of any further instruments on the part of any of the parties hereto immediately upon Lender succeeding to the interest of Landlord in the Premises. Tenant agrees, however, upon the election of and

written demand by Lender within 20 days after Lender receives title to the Premises, to execute an instrument in confirmation of the foregoing provisions, satisfactory to Lender, in which Tenant shall acknowledge such attornment and shall set forth the terms and conditions of its tenancy.

4. Tenant agrees with Lender that if Lender shall succeed to the interest of Landlord under the Lease, Lender shall not be (a) liable for any action or omission of any prior landlord under the Lease, or (b) subject to any offsets or defenses which Tenant might have against any prior landlord, or (c) bound by any rent or additional rent which Tenant might have paid for more than the current month to any prior landlord, or (d) bound by any security deposit which Tenant may have paid to any prior landlord, unless such deposit is in an escrow fund available to Lender, or (e) bound by any amendment or modification of the Lease made without Lender's consent, or (f) bound by any provision in the Lease that obligates Landlord to erect or complete any building or to perform any construction work or to make any improvements to the Premises. Tenant further agrees with Lender that Tenant will not voluntarily subordinate the Lease to any lien or encumbrance without Lender's consent.

5. In the event that Landlord shall default in the performance or observance of any of the terms, conditions or agreements in the Lease, Tenant shall give written notice thereof to Lender and Lender shall have the right (but not the obligation) to cure such default. Tenant shall not take any action with respect to such default under the Lease, including, without limitation, any action in order to terminate, rescind or avoid the Lease or to withhold any rental thereunder, for a period of 10 days after receipt of such written notice thereof by Lender with respect to any such default capable of being cured by the payment of money and for a period of 30 days after receipt of which written notice thereof by Lender with respect to any other such default; provided that in the case of any default that cannot be cured by the payment of money and cannot with diligence be cured within such 30-day period because of the nature of such default or because Lender requires time to obtain possession of the Premises in order to cure the default, if Lender shall proceed promptly to attempt to obtain possession of the Premises, where possession is required, and to cure the same and thereafter shall prosecute the curing of such default with diligence and continuity, then the time within which such default may be cured shall be extended for such period as may be necessary to complete the curing of the same with diligence and continuity.

6. Tenant agrees with Lender that Tenant's estate in the Premises shall not be conveyed or encumbered without the prior written consent of Lender so long as the Lease is in effect.

7. This Agreement shall bind and inure to the benefit of the parties hereto, their successors and assigns. As used herein, the term "Tenant" shall include Tenant and its successors and assigns; the words "foreclosure" and "foreclosure sale" as used herein shall be deemed to include the acquisition of Landlord's estate in the Premises by voluntary deed (or assignment) in lieu of foreclosure; and the word "Lender" shall include Lender herein specifically named and any of its successors and assigns, including anyone who shall have succeeded to Landlord's interest in the Premises by, through or under foreclosure of the Deed of Trust.

8. This Agreement shall not be modified or amended except in writing signed by all parties hereto.

9. In the event of any suit, action, or other proceeding to interpret or enforce this Agreement, the prevailing party, at trial, on appeal, or in any bankruptcy proceeding, shall be entitled to recover reasonable attorneys' fees.

10. The use of the neuter gender in this Agreement shall be deemed to include any other gender, and words in the singular number shall be held to include the plural, when the sense requires.

SUBORDINATION, NONDISTURBANCE AND ATTORNMENT AGREEMENT

Ridgeview Terrace Apts / Lease & Attorn. doc

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IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the day and year first above written.

**TENANT:**

AUTOMATIC LAUNDRY COMPANY, LTD.,

  
By ROBERT J. FREDIANI  
Title AUTHORIZED REPRESENTATIVE

**LENDER:**

WASHINGTON COMMUNITY REINVESTMENT ASSOCIATION, a Washington nonprofit corporation

By Susan M. Duren  
Title Vice President



IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the day and year first above written.

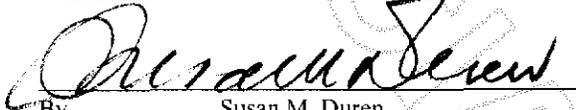
**TENANT:**

AUTOMATIC LAUNDRY COMPANY, LTD.,

\_\_\_\_\_  
By \_\_\_\_\_  
Title \_\_\_\_\_

**LENDER:**

WASHINGTON COMMUNITY REINVESTMENT ASSOCIATION, a Washington nonprofit corporation

  
By \_\_\_\_\_ Susan M. Duren  
Title \_\_\_\_\_ Vice President

SUBORDINATION, NONDISTURBANCE AND ATTORNEY AGREEMENT

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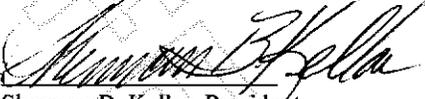
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**LANDLORD:**

RIDGEVIEW MOUNT VERNON LIMITED PARTNERSHIP,  
A WASHINGTON LIMITED PARTNERSHIP

BY: SHELTER AMERICA GROUP,  
a Washington nonprofit corporation, its general partner

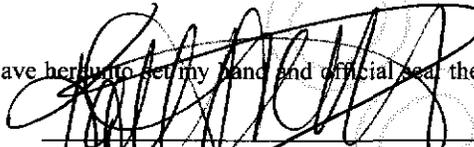
By:   
Sherman B. Kellar, President

NOTARY

STATE OF WASHINGTON )  
 ) ss.  
COUNTY OF KING )

On this 6th day of Sept., 2005, before me, the undersigned, a Notary Public in and for the State of WASHINGTON, duly commissioned and sworn, personally appeared Sherman B. Kellar, to me known to be the person who signed as President of SHELTER AMERICA GROUP, a Washington nonprofit corporation, the corporation acting as general partner of RIDGEVIEW MOUNT VERNON LIMITED PARTNERSHIP, a Washington limited partnership, the limited partnership that executed the within and foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of the corporation as general partner and of the limited partnership for the uses and purposes therein mentioned; and on oath stated that he was duly elected, qualified and acting as said officer of the corporation and that he was authorized to execute the said instrument on behalf of the corporation and that the seal affixed, if any, is the corporate seal of the corporation, and that the corporation was authorized to execute said instrument on behalf of the limited partnership.

IN WITNESS WHEREOF I have hereunto set my hand and official seal the day and year first above written.

  
\_\_\_\_\_  
(Signature of Notary)

Kathleen C. McCusker  
\_\_\_\_\_  
(Print or stamp name of Notary)

NOTARY PUBLIC in and for the State of WASHINGTON,  
residing at King County  
My appointment expires: 12/09/05

KATHLEEN C. McCUSKER  
STATE OF WASHINGTON  
NOTARY --- PUBLIC  
MY COMMISSION EXPIRES 12-09-05



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NOTARY

STATE OF WASHINGTON )  
 ) ss.  
COUNTY OF KING )

On this \_\_\_\_\_ day of \_\_\_\_\_, 2005, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared Susan M. Duren, to me known to be the person who signed as Vice President of Washington Community Reinvestment Association, a Washington nonprofit corporation, the corporation that executed the within and foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said corporation for the uses and purposes therein mentioned, and on oath stated that she was duly elected, qualified and acting as said officer of the corporation, that she was authorized to execute said instrument and that the seal affixed, if any, is the corporate seal of said corporation.

IN WITNESS WHEREOF I have hereunto set my hand and official seal the day and year first above written.

\_\_\_\_\_  
(Signature of Notary)  
Gary L. Murphy  
\_\_\_\_\_  
(Print or stamp name of Notary)

NOTARY PUBLIC in and for the State of Washington,  
residing at Seattle  
My appointment expires: 6-1-06

STATE OF WASHINGTON )  
 ) ss.  
COUNTY OF Snohomish )

On this 7<sup>th</sup> day of September, 2005, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared Robert J. Frediani, to me known to be the person who signed as Authorized Representative of AUTOMATIC LAUNDRY COMPANY, LTD., a Washington corporation, the corporation that executed the within and foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said corporation for the uses and purposes therein mentioned, and on oath stated that he/she was duly elected, qualified and acting as said officer of the corporation, that he/she was authorized to execute said instrument and that the seal affixed, if any, is the corporate seal of said corporation.

IN WITNESS WHEREOF I have hereunto set my hand and official seal the day and year first above written.



Susan A. Amundsen  
\_\_\_\_\_  
(Signature of Notary)  
Susan A. Amundsen  
\_\_\_\_\_  
(Print or stamp name of Notary)

NOTARY PUBLIC in and for the State of Washington,  
residing at Shoreline  
My appointment expires: 7-9-09

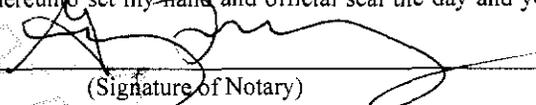


NOTARY

STATE OF WASHINGTON )  
 ) ss.  
COUNTY OF KING )

On this 20<sup>th</sup> day of September, 2005, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared **Susan M. Duren**, to me known to be the person who signed as **Vice President of Washington Community Reinvestment Association**, a Washington nonprofit corporation, the corporation that executed the within and foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said corporation for the uses and purposes therein mentioned, and on oath stated that she was duly elected, qualified and acting as said officer of the corporation, that she was authorized to execute said instrument and that the seal affixed, if any, is the corporate seal of said corporation.

IN WITNESS WHEREOF I have hereunto set my hand and official seal the day and year first above written.

  
\_\_\_\_\_  
(Signature of Notary)  
Gary L. Murphy  
\_\_\_\_\_  
(Print or stamp name of Notary)

 NOTARY PUBLIC in and for the State of Washington,  
residing at Seattle  
My appointment expires: 6-1-06

STATE OF WASHINGTON )  
 ) ss.  
COUNTY OF \_\_\_\_\_ )

On this \_\_\_ day of \_\_\_\_\_, 2005, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared \_\_\_\_\_, to me known to be the person who signed as \_\_\_\_\_ of AUTOMATIC LAUNDRY COMPANY, LTD., a Washington corporation, the corporation that executed the within and foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said corporation for the uses and purposes therein mentioned, and on oath stated that he/she was duly elected, qualified and acting as said officer of the corporation, that he/she was authorized to execute said instrument and that the seal affixed, if any, is the corporate seal of said corporation.

IN WITNESS WHEREOF I have hereunto set my hand and official seal the day and year first above written.

\_\_\_\_\_  
(Signature of Notary)  
\_\_\_\_\_  
(Print or stamp name of Notary)

NOTARY PUBLIC in and for the State of Washington,  
residing at \_\_\_\_\_  
My appointment expires: \_\_\_\_\_



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**EXHIBIT "A"**

**LEGAL DESCRIPTION**

Lots 97 through 104, inclusive, "PARKER BUSINESS CENTER," as per plat recorded in Volume 11 of Plats, pages 91 through 96, inclusive, records of Skagit County, Washington.

TOGETHER WITH those portions of the private roads in said Plat (up to the centerline thereof) abutting upon said tracts.

ALSO TOGETHER WITH an easement for ingress and egress over and across the private roads as shown on said plat as conveyed by instrument under Auditor's File No. 8009170066.

Situate in the City of Mount Vernon, County of Skagit, State of Washington.

End of Exhibit A

SUBORDINATION, NONDISTURBANCE AND ATTORNEYMENT AGREEMENT

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