

**RETURN ADDRESS:**

Skagit State Bank  
Main Office  
301 E. Fairhaven Ave  
P O Box 285  
Burlington, WA 98233



200512190189

Skagit County Auditor

12/19/2005 Page

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7 3:07PM

CHICAGO TITLE CO.

**NOTICE: THIS SUBORDINATION OF DEED OF TRUST 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.**

**SUBORDINATION OF DEED OF TRUST**

Reference # (if applicable): IC37265

Additional on page \_\_\_\_

Grantor(s):

2. AVERILL, DANIEL L
3. AVERILL, TRACY L
4. Sedro Trail Corporation, a Washington corporation

Grantee(s)

1. Skagit State Bank

Legal Description: Ptn. W/2 4-34-2 and ptn. SW SE 23-35-4

Additional on page 7

Assessor's Tax Parcel ID#:

P37183

**THIS SUBORDINATION OF DEED OF TRUST dated November 23, 2005, is made and executed among Sedro Trail Corporation, a Washington corporation ("Beneficiary"); Chicago Title Company ("Trustee"); REISNER DISTRIBUTOR, INC. ("Borrower"); and Skagit State Bank ("Lender").**

Skagit State Bank referred to herein as "lender" is the owner and holder of a Deed of Trust dated November 23, 2005, executed by Sedro Trail Corporation, a Washington corporation, which is recorded under auditors file no. 200512060137, records of Skagit County Washington.

SUBORDINATE DEED OF TRUST AF#200401120395

## SUBORDINATION OF DEED OF TRUST (Continued)

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**SUBORDINATED INDEBTEDNESS.** Beneficiary has extended the following described financial accommodations (the "Subordinated Indebtedness") to DANIEL L AVERILL and TRACY L AVERILL ("Trustor"):

Promissory note dated January 5, 2004 in favor of Sedro Trail Corporation, a Washington corporation.

**SUBORDINATED DEED OF TRUST.** The Subordinated Indebtedness is secured by a deed of trust dated January 5, 2004 from Trustor to Trustee in favor of Beneficiary (the "Subordinated Deed of Trust") recorded in Skagit County, State of Washington as follows:

Deed of Trust dated January 5, 2004 between Daniel L Averill and Tracy L Averill, as grantor, and Sedro Trail Corporation, a Washington corporation, as beneficiary, recorded January 12, 2004 under auditors file number 200401120395.

**REAL PROPERTY DESCRIPTION.** The Subordinated Deed of Trust covers the following described real property (the "Real Property") located in Skagit County, State of Washington:

See Exhibit A, which is attached to this Subordination and made a part of this Subordination as if fully set forth herein.

**REQUESTED FINANCIAL ACCOMMODATIONS.** Beneficiary, who may or may not be the same person or entity as Trustor, and Borrower each want Lender to provide financial accommodations to Borrower (the "Superior Indebtedness") in the form of (A) new credit or loan advances, (B) an extension of time to pay or other compromises regarding all or part of Borrower's present indebtedness to Lender, or (C) other benefits to Borrower. Borrower and Beneficiary each represent and acknowledge to Lender that Beneficiary will benefit as a result of these financial accommodations from Lender to Borrower, and Beneficiary acknowledges receipt of valuable consideration for entering into this Subordination.

**LENDER'S LIEN.** As a condition to the granting of the requested financial accommodations, Lender has required that its deed of trust or other lien on the Real Property ("Lender's Lien") be and remain superior to the Subordinated Deed of Trust.

### NOW THEREFORE THE PARTIES TO THIS SUBORDINATION HEREBY AGREE AS FOLLOWS:

**SUBORDINATION.** The Subordinated Deed of Trust and the Subordinated Indebtedness secured by the Subordinated Deed of Trust is and shall be subordinated in all respects to Lender's Lien and the Superior Indebtedness, and it is agreed that Lender's Lien shall be and remain, at all times, prior and superior to the lien of the Subordinated Deed of Trust. Beneficiary also subordinates to Lender's Lien all other Security Interests in the Real Property held by Beneficiary, whether now existing or hereafter acquired. The words "Security Interest" mean and include without limitation any type of collateral security, whether in the form of a lien, charge, mortgage, deed of trust, assignment, pledge, chattel mortgage, chattel trust, factor's lien, equipment trust, conditional sale, trust receipt, lien or title retention contract, lease or consignment intended as a security device, or any other security or lien interest whatsoever, whether created by law, contract, or otherwise.

**BENEFICIARY'S REPRESENTATIONS AND WARRANTIES.** Beneficiary represents and warrants to Lender that: (A) no representations or agreements of any kind have been made to Beneficiary which would limit or qualify in any way the terms of this Subordination; (B) this Subordination is executed at Borrower's request and not at the request of Lender; (C) Lender has made no representation to Beneficiary as to the creditworthiness of Borrower; and (D) Beneficiary has established adequate means of obtaining from Borrower on a continuing basis information regarding Borrower's financial condition. Beneficiary agrees to keep adequately informed from such means of any facts, events, or circumstances which might in any way affect Beneficiary's risks under this Subordination, and Beneficiary further agrees that Lender shall have no obligation to disclose to Beneficiary information or material acquired by Lender in the course of its relationship with Beneficiary.

**BENEFICIARY WAIVERS.** Beneficiary waives any right to require Lender: (A) to make, extend, renew, or modify any loan to Borrower or to grant any other financial accommodations to Borrower whatsoever; (B) to make any presentment, protest, demand, or notice of any kind, including notice of any nonpayment of any Superior Indebtedness secured by Lender's Lien, or notice of any action or nonaction on the part of Borrower, Lender, any surety, endorser, or other guarantor in connection with the Superior Indebtedness, or in connection with the creation of new or additional indebtedness; (C) to resort for payment or to proceed directly or at once against any person, including Borrower; (D) to proceed directly against or exhaust any collateral held by Lender from Borrower, any other guarantor, or any other person; (E) to give notice of the terms, time, and place of any public or private sale of personal property security held by Lender from Borrower or to comply with any other applicable provisions of the Uniform Commercial Code; (F) to pursue any other remedy within Lender's power; or (G) to commit any act or omission of any kind, at any time, with respect to any matter whatsoever.

**LENDER'S RIGHTS.** Lender may take or omit any and all actions with respect to Lender's Lien without affecting whatsoever any of Lender's rights under this Subordination. In particular, without limitation, Lender may, without notice of any kind to Beneficiary, (A) make one or more additional secured or unsecured loans to Borrower; (B) repeatedly alter, compromise, renew, extend, accelerate, or otherwise change the time for payment or other terms of the Superior Indebtedness or any part of it, including increases and decreases of the rate of interest on the Superior Indebtedness; extensions may be repeated and may be for longer than the original loan term; (C) take and hold collateral for the payment of the Superior Indebtedness, and exchange, enforce, waive, and release any such collateral, with or without the substitution of new collateral; (D) release, substitute, agree not to sue, or deal with any one or more of Borrower's sureties, endorsers, or guarantors on any terms or manner Lender chooses; (E) determine how, when and what application of payments and credits, shall be made on the Superior Indebtedness; (F) apply such security and direct the order or manner of sale of the security, as Lender in its discretion may determine; and (G) transfer this Subordination to another party.

**DEFAULT BY BORROWER.** If Borrower becomes insolvent or bankrupt, this Subordination shall remain in full force and effect. In the event of a corporate reorganization or corporate arrangement of Borrower under the provisions of the Bankruptcy Code, as amended, this Subordination shall remain in full force and effect and the court having jurisdiction over the reorganization or arrangement is hereby authorized to preserve such priority and subordination provided under this Subordination in approving any such plan of reorganization or arrangement. Any default by Borrower under the terms of the Subordinated Indebtedness also shall constitute an event of default under the terms of the Superior Indebtedness in favor of Lender.

**MISCELLANEOUS PROVISIONS.** The following miscellaneous provisions are a part of this Subordination:

**Amendments.** This Subordination constitutes the entire understanding and agreement of the parties as to the matters set forth in this Subordination. No alteration of or amendment to this Subordination shall be effective unless given in writing and signed by the party or parties sought to be charged or bound by the alteration or amendment.

**Attorneys' Fees; Expenses.** If Lender institutes any suit or action to enforce any of the terms of this Subordination, Lender shall be entitled to recover such sum as the court may adjudge reasonable as attorneys' fees at trial and upon any appeal. Whether or not any court action is involved, and to the extent not prohibited by law, all reasonable expenses Lender incurs that in Lender's opinion are necessary at any time for the protection of its interest or the enforcement of its rights shall become a part of the Indebtedness payable on demand and shall bear interest at the Note



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**SUBORDINATION OF DEED OF TRUST  
(Continued)**

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rate from the date of the expenditure until repaid. Expenses covered by this paragraph include, without limitation, however subject to any limits under applicable law, Lender's attorneys' fees and Lender's legal expenses, whether or not there is a lawsuit, including attorneys' fees and expenses for bankruptcy proceedings (including efforts to modify or vacate any automatic stay or injunction), appeals, and any anticipated post-judgment collection services, the cost of searching records, obtaining title reports (including foreclosure reports), surveyors' reports, and appraisal fees, title insurance, and fees for the Trustee, to the extent permitted by applicable law. Beneficiary also will pay any court costs, in addition to all other sums provided by law.

**Authority.** The person who signs this Subordination as or on behalf of Beneficiary represents and warrants that he or she has authority to execute this Subordination and to subordinate the Subordinated Indebtedness and the Beneficiary's security interests in Beneficiary's property, if any.

**Caption Headings.** Caption headings in this Subordination are for convenience purposes only and are not to be used to interpret or define the provisions of this Subordination.

**Governing Law.** This Subordination will be governed by federal law applicable to Lender and, to the extent not preempted by federal law, the laws of the State of Washington without regard to its conflicts of law provisions. This Subordination has been accepted by Lender in the State of Washington.

**Successors.** This Subordination shall extend to and bind the respective heirs, personal representatives, successors and assigns of the parties to this Subordination, and the covenants of Beneficiary herein in favor of Lender shall extend to, include, and be enforceable by any transferee or endorsee to whom Lender may transfer any or all of the Superior Indebtedness.

**No Waiver by Lender.** Lender shall not be deemed to have waived any rights under this Subordination unless such waiver is given in writing and signed by Lender. No delay or omission on the part of Lender in exercising any right shall operate as a waiver of such right or any other right. A waiver by Lender of a provision of this Subordination shall not prejudice or constitute a waiver of Lender's right otherwise to demand strict compliance with that provision or any other provision of this Subordination. No prior waiver by Lender, nor any course of dealing between Lender and Beneficiary, shall constitute a waiver of any of Lender's rights or of any of Beneficiary's obligations as to any future transactions. Whenever the consent of Lender is required under this Subordination, the granting of such consent by Lender in any instance shall not constitute continuing consent to subsequent instances where such consent is required and in all cases such consent may be granted or withheld in the sole discretion of Lender.

**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.**

EACH PARTY TO THIS SUBORDINATION ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS SUBORDINATION, AND EACH PARTY AGREES TO ITS TERMS. THIS SUBORDINATION IS DATED NOVEMBER 23, 2005.

**BORROWER:**

REISNER DISTRIBUTOR, INC.

By: [Signature]  
Authorized Signer for REISNER DISTRIBUTOR, INC.

By: [Signature]  
Authorized Signer for REISNER DISTRIBUTOR, INC.

**BENEFICIARY:**

SEDRO TRAIL CORPORATION, A WASHINGTON CORPORATION

By: [Signature]  
Authorized Signer for Sedro Trail Corporation, a Washington corporation

By: [Signature]  
Authorized Signer for Sedro Trail Corporation, a Washington corporation

**TRUSTEE:**

CHICAGO TITLE COMPANY

By: \_\_\_\_\_  
Authorized Signer for Chicago Title Company

By: \_\_\_\_\_  
Authorized Signer for Chicago Title Company



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SUBORDINATION OF DEED OF TRUST  
(Continued)

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LENDER:

SKAGIT STATE BANK

X

Authorized Officer

Steven P. Henry, SVP

CORPORATE ACKNOWLEDGMENT

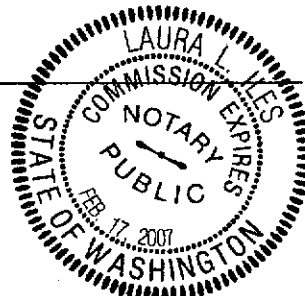
STATE OF Washington

)

) SS

COUNTY OF Skagit

)



On this 7th day of December, 20 05, before me, the undersigned Notary Public, personally appeared TED A REISNER AND DANIEL L AVERILL AND NO OTHERS

and personally known to me or proved to me on the basis of satisfactory evidence to be (an) authorized agent(s) of the corporation that executed the Subordination of Deed of Trust and acknowledged the Subordination to be the free and voluntary act and deed of the corporation, by authority of its Bylaws or by resolution of its board of directors, for the uses and purposes therein mentioned, and on oath stated that he or she/they is/are authorized to execute this Subordination and in fact executed the Subordination on behalf of the corporation.

By Laura L. Lles

Residing at Anacortes

Notary Public in and for the State of Wa

My commission expires 2-17-07

CORPORATE ACKNOWLEDGMENT

STATE OF \_\_\_\_\_

)

) SS

COUNTY OF \_\_\_\_\_

)

On this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_, before me, the undersigned Notary Public, personally appeared \_\_\_\_\_

and personally known to me or proved to me on the basis of satisfactory evidence to be (an) authorized agent(s) of the corporation that executed the Subordination of Deed of Trust and acknowledged the Subordination to be the free and voluntary act and deed of the corporation, by authority of its Bylaws or by resolution of its board of directors, for the uses and purposes therein mentioned, and on oath stated that he or she/they is/are authorized to execute this Subordination and in fact executed the Subordination on behalf of the corporation.

By \_\_\_\_\_

Residing at \_\_\_\_\_

Notary Public in and for the State of \_\_\_\_\_

My commission expires \_\_\_\_\_



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SUBORDINATION OF DEED OF TRUST  
(Continued)

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CORPORATE ACKNOWLEDGMENT

STATE OF \_\_\_\_\_ )  
 ) SS  
COUNTY OF \_\_\_\_\_ )

On this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_, before me, the undersigned  
Notary Public, personally appeared \_\_\_\_\_

and personally known to me or proved to me on the basis of satisfactory evidence to be (an) authorized agent(s) of the corporation that executed the Subordination of Deed of Trust and acknowledged the Subordination to be the free and voluntary act and deed of the corporation, by authority of its Bylaws or by resolution of its board of directors, for the uses and purposes therein mentioned, and on oath stated that he or she/they is/are authorized to execute this Subordination and in fact executed the Subordination on behalf of the corporation.

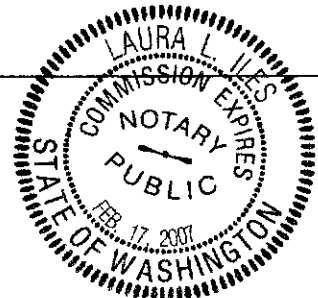
By \_\_\_\_\_ Residing at \_\_\_\_\_  
Notary Public in and for the State of \_\_\_\_\_ My commission expires \_\_\_\_\_

LENDER ACKNOWLEDGMENT

STATE OF Washington )  
 ) SS  
COUNTY OF Skagit )

On this 7<sup>th</sup> day of December, 20 05, before me, the undersigned  
Notary Public, personally appeared Steven P. Henery and personally known to me  
or proved to me on the basis of satisfactory evidence to be the Sr. Vice President, authorized agent for  
the Lender that executed the within and foregoing instrument and acknowledged said instrument to be the free and voluntary  
act and deed of the said Lender, duly authorized by the Lender through its board of directors or otherwise, for the uses and  
purposes therein mentioned, and on oath stated that he or she is authorized to execute this said instrument and that the seal  
affixed is the corporate seal of said Lender.

By Laura L. Iles Residing at Anacortes  
Notary Public in and for the State of wa My commission expires 2-17-07



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# CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

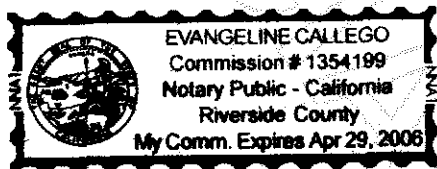
State of California }  
County of Riverside } ss.

On November 23, 2005 before me, Evangeline Callego, Notary Public  
Date Name and Title of Officer (e.g., "Jane Doe, Notary Public")  
personally appeared Albert C. Reizner and Danna  
Name(s) of Signer(s)

Jean Reizner

☐ personally known to me  
☒ proved to me on the basis of satisfactory evidence

to be the person(s) whose name(s) ~~is~~ are subscribed to the within instrument and acknowledged to me that ~~he~~/she/they executed the same in ~~his~~/her/their authorized capacity(ies), and that by ~~his~~/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



WITNESS my hand and official seal.

Evangeline Callego  
Signature of Notary Public

## OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

### Description of Attached Document

Title or Type of Document: Subordination of Deed of Trust

Document Date: November 23, 2005 Number of Pages: four

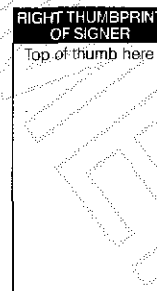
Signer(s) Other Than Named Above: \_\_\_\_\_

### Capacity(ies) Claimed by Signer

Signer's Name: \_\_\_\_\_

- ☒ Individual  
☐ Corporate Officer — Title(s): \_\_\_\_\_  
☐ Partner — ☐ Limited ☐ General  
☐ Attorney-in-Fact  
☐ Trustee  
☐ Guardian or Conservator  
☐ Other: \_\_\_\_\_

Signer Is Representing: \_\_\_\_\_



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**PARCEL C:**

That portion of the Southwest Quarter of the Southeast Quarter of Section 23, Township 35 North, Range 4 East of the Willamette Meridian, lying North of State Route SR20 as conveyed by deeds recorded September 6, 1938 and August 18, 1988, under Auditor's File Nos. 305470 and 8808180068, records of Skagit County, Washington, described as follows:

Beginning at a point on the North line of the former Dollarway County Road right of way as it existed March 22, 1946, which is 120 feet West of the East line of said Southwest Quarter of the Southeast Quarter;  
Thence North 00°20'30" West 215.2 feet;  
Thence South 89°39'30" West 120 feet;  
Thence South 00°20'30" East 282.4 feet to the North line of said Dollarway Road right of way;  
Thence North 50°24' East 137.5 feet to the point of beginning;

TOGETHER WITH that portion of the Southwest Quarter of the Southeast Quarter of Section 23, Township 35 North, Range 4 East of the Willamette Meridian, lying North of State Route SR20 as conveyed by deeds recorded September 6, 1938 and August 18, 1988, under Auditor's File Nos. 305470 and 8808180068, records of Skagit County, Washington, described as follows:

Beginning at the intersection of the East line of said Southwest Quarter of the Southeast Quarter with the North line of the Burlington-Sedro Woolley State Road as it existed October 26, 1945;  
Thence North 00°20.5'00" West 148 feet;  
Thence South 89°39.5'00" West 120 feet;  
Thence South 00°20.5'00" East 215.2 feet to said State Road;  
Thence North 60°24'00" East 137.6 feet, more or less, to the point of beginning;

EXCEPT that portion conveyed for right of way to the City of Sedro Woolley by deed recorded February 23, 1999, under Auditor's File No. 9902230065, records of Skagit County, Washington.

AND EXCEPT any portion thereof lying within that parcel described in that Judgment quieting title in the Estate of Thelma V. Meamber, filed October 8, 1992, under Cause No. 91-2-00720-1 of Skagit County Superior Court;

AND ALSO EXCEPT that portion conveyed to the City of Sedro Woolley under Deed recorded September 28, 2004, under Auditor's File No. 200409280034, records of Skagit County, Washington, and described as follows:

That portion of the Southwest Quarter of the Southeast Quarter of Section 23, Township 35 North, Range 4 East of the Willamette Meridian, described as follows:

Commencing at the Northeast corner of said Southwest Quarter of the Southeast Quarter;  
Thence South 00°58'12" West along the East line thereof, a distance of 178.00 feet;  
Thence North 89°27'26" West, a distance of 10.00 feet to the West right-of-way line of Trail Road;  
Thence South 00°58'12" West, along the West right-of-way line of Trail Road, a distance of 125.22 feet to the intersection of the West right-of-way line of Trail Road with the North right-of-way line of State Route 20 and the point of beginning of this description;  
Thence North 00°58'12" East along the West right-of-way line of Trail Road, a distance of 21.82 feet;  
Thence South 52°05'09" West, a distance of 29.50 feet;  
Thence South 36°44'12" West, a distance of 33.41 feet to a point on the North right-of-way line of State Route 20 which is 48.69 feet from the point of beginning of this description;  
Thence North 62°00'12" East along the North right-of-way line of State Route 20, a distance of 48.69 feet to the point of beginning of this description.

Situated in Skagit County, Washington.



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