



200710250110

Skagit County Auditor

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Recording Requested by and After  
Recording Return To:

U.S. Bank N.A.

555 S.W. Oak Street

Portland, OR 97204

Obligor # 0608812065

124819-11

LAND TITLE OF SKAGIT COUNTY

Reference # (if applicable):

Additional on page

Grantor(s):

1. Skagit Radiology Real Estate, LLC
- 2.

Grantee(s)/Assignee/Beneficiary:

1. U.S. BANK N.A., as Beneficiary
2. U.S. BANK TRUST COMPANY, N.A., as Trustee

Legal Description: Unit B, 125 North 18<sup>th</sup> Street Condo

Additional on page

Assessor's Property Tax Parcel No. 4836-000-002-0000

### SUBORDINATION OF LEASE

**THIS SUBORDINATION OF LEASE** is made by Northwest Comprehensive Pain Consultants("Tenant") as of the date set forth below.

Tenant and Skagit Radiology Real Estate, LLC ("Landlord") are parties to a lease dated September 20, 2007 , (the "Lease"), covering premises (the "Premises") which are located on the real property legally described in Exhibit "A" attached hereto and incorporated herein by reference.

U.S. Bank National Association ("Bank") has made or agreed to make a loan or loans to Skagit Radiology Real Estate, LLC, directly or indirectly secured by a Mortgage or Deed

**LENDER INSTRUCTIONS FOR  
SUBORDINATION OF LEASE  
(Absolute Subordination)**

1. Review this document carefully to be sure that all blank lines have been completed and that all information is accurate (except that if the mortgage has not yet been recorded, the recording information may be left blank). If any required information has not been included, handwrite that information in the appropriate blank(s). Note that all signatures must be notarized.

2. Recording this form in the local real estate records is optional at the lender's request. Recording this document creates notice to any later interested parties (including assignees of the Tenant) of the subordination of the Tenant's interest in the property and the other agreements of the tenant in the agreement (e.g. that the Bank will not be bound by any lease amendments made without the Bank's consent). When deciding whether to record this document, the loan officer (and credit officer as appropriate) should consider factors such as whether there is any record of the lease in the real estate records, whether the lease has a self-effectuating subordination clause and the potential for an assignee of the tenant or other later-filed party to object to the terms of the agreement. If this document is not recorded, one signed original should be kept in the collateral file in case of a later need to file.



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of Trust covering the Premises dated September 20, 2007, (check one of the following as appropriate)

☐ and recorded in the office of the Recorder for Skagit County, 10-25-07 as Document No. 200710250109 in Book/Volume \_\_\_\_\_ at Page \_\_\_\_\_

☒ which is to be recorded concurrently herewith \*200710250109 (as modified, supplemented, renewed, extended, consolidated, increased or replaced, and which may also secure future advances made by Bank, the "Mortgage"); provided, however, that said Lease is subordinate to the lien of the Mortgage.

Tenant hereby covenants that 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, including but not limited to any option or right of first refusal to purchase all or any portion of the Premises, or any acquisition of title to the Premises or any portion thereof by Tenant while the Mortgage may be in effect, are and shall be subject and subordinate in all respects to the Mortgage and Lender's right, title and interest in the Premises and to all of the terms and conditions contained in the Mortgage, to any increases in the amounts secured by the Mortgage, and to any renewals, modifications, replacements, consolidations and extensions thereof. Tenant further acknowledges and agrees that in the event of foreclosure of the Mortgage, or in the event that the Bank shall acquire the Premises by conveyance in lieu of foreclosure of the Mortgage, the Lease shall be terminated and of no further force and effect.



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Dated as of: September 20, 2007

**TENANT:**

(Individual)

Northwest Comprehensive Pain  
Consultants

Name (Organization)

a(an) Washington Corporation

By Marian Johnston

Tenant Name n/a

Name and Title

By Marian Johnston

Tenant Name n/a

Name and Title

U.S. Bank National Association

By Robert W. Powell

Name and Title Robert W. Powell,  
Business Banking Officer

**Acknowledgment in Representative Capacity**

STATE OF Washington

ss.

COUNTY OF Skagit

I certify that I know or have satisfactory evidence that

Marian Johnston  
[Name(s) of Person(s)]

is are the person(s) who appeared before me, and said person(s) acknowledged that he/she/they signed this instrument, on oath stated that he/she/they was/were authorized to execute the instrument and acknowledged it as

the President



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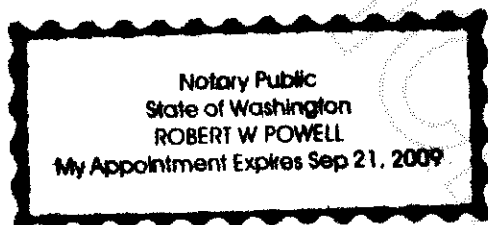
(Type of authority, e.g., officer, trustee, etc.)

of Northwest Comprehensive Pain Consultants  
(Name of party on behalf of whom instrument was executed)

to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated:

(Seal or Stamp)



Robert Powell

Printed Name: Robert Powell

Title: Loan officer

My appointment expires: 9/21/2009

SKAGIT COUNTY WASHINGTON  
REAL ESTATE EXCISE TAX

OCT 25 2007

Amount Paid \$ 2  
Skagit Co. Treasurer  
By [Signature] Deputy



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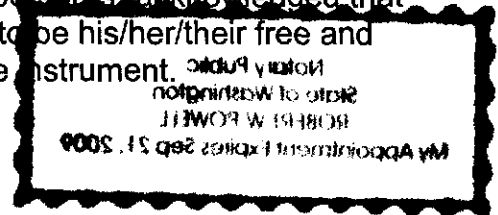
Skagit County Auditor

**Acknowledgment in Individual Capacity**

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

I certify that I know or have satisfactory evidence that \_\_\_\_\_  
[Name(s) of Person(s)]

is/are the person(s) who appeared before me, and said person(s) acknowledged that he/she/they signed this instrument and acknowledged it to be his/her/their free and voluntary act for the uses and purposes mentioned in the instrument.



Dated: \_\_\_\_\_

(Seal or Stamp)

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

My appointment expires: \_\_\_\_\_



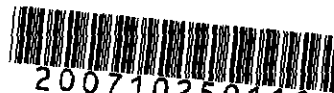
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EXHIBIT A  
(Legal Description)

Unit B of 125 NORTH 18<sup>TH</sup> STREET CONDOMINIUM, a condominium intended for use, according to the Condominium Plan and Survey Map delineating said Unit, recorded under Auditor's File No. 200405240152 and the Declaration recorded under Auditor's File No. 200405240153; being a portion of Tracts "B", "C" and "D" of Short Plat No. MV-2-78, approved January 27, 1978 and recorded January 27, 1978, under Auditor's File No. 872767 in Volume 2 of Short Plats, page 185, records of Skagit County, being a portion of the Southwest  $\frac{1}{4}$  of the Northeast  $\frac{1}{4}$  of Section 20, Township 34 North, Range 4 East, W.M.

TOGETHER WITH an undivided 45.6% interest in the common areas and facilities appertaining to said Unit, and including therein limited common areas and facilities so appertaining, according to the Condominium Declaration recorded under Auditor's File No. 200405240153.

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



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