When recorded return to: 1st Security Bank of Washington ATTN: Lending Department 6920 220th St. S.W., Suite 300 Mountlake Terrace, WA 98043-2177



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LAND TITLE OF SKAGIT COUNTY

132772 SUBORDINATION AGREEMENT (Fixtures Secured by UCC-2)

Reference # (if applicable):
Grantors (Owner(s)): (1) Glen Griffith
(2) <b>EXXXXXXXXXXXXXXXX</b>
Grantees (Lender): (1) Skagit State Bank
Fixture Holder: 1st Security Bank of Washington
Legal Description (abbreviated): That portion of the NE 1/4, of the NW 1/4 of Sec 29
Twnshp 34N, Rng 4E, W.M. Map of Millett's Addition to Mt Vernon, Skagit County
Wa
Additional on page
Assessor's Tax Parcel ID # 340429-0-144-0000
NOTICE: THIS SUBORDINATION AGREEMENT SETS FORTH THE
RELATIVE INTEREST IN THE REAL PROPERTY AND THE FIXTURES

AFFIXED TO THE REAL PROPERTY DESCRIBED ABOVE.

The undersigned agrees as follows:

- 1. 1st Security Bank of Washington, referred to herein as "Fixture Holder," is the owner of a UCC-2 dated the 11th day of December 2006, which is recorded under auditor's file No. 200612110107, records of Skagit County.
- 2. Skagit State Bank referred to herein as "Lender", is the owner and holder of a mortgage dated the 2 472 day of march 2009, executed by Glen which is recorded in volume \_\_\_\_ of Mortgages, page , under auditor's file No 20092 , records of Skagit County) (which is to be recorded concurrently herewith).
- 3. Glen \*\*\* Griffith referred to herein as "Owner", is the owner of all the real property described in the mortgage identified above in Paragraph 2.

**Subordination Agreement** (fixture filing) 04/2004

- 4. 1st Security Bank of Washington referred to herein as "Fixture Holder", acknowledges that 1st Security Bank of Washington has no interest in the real property or land described in the mortgage identified in Paragraph 2 and all advances or charges made or accruing thereunder, including any extension or renewal thereof, except as set forth hereunder.
- 5. 1st Security Bank of Washington referred to herein as "Fixture Holder", has and will continue to have a first priority interest in the fixtures described in the U.C.C.-2 Fixture Filing, hereinafter referred to as Fixtures. This agreement shall not affect 1st Security Bank of Washington's priority interest in the Fixtures and recognizes that "lender" has no interest in the Fixtures until the U.C.C.-2 has been terminated by 1st Security Bank of Washington, based upon payment in full of the agreement underlying the U.C.C.-2 Fixture Filing.
- 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 mortgage first above mentioned.
- 8. The heirs, administrator, assigns and successors in interest of the "Fixture Holder" 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.

NOTICE: THIS SUBORDINATION AGREEMENT CONTAINS A PROVISION WHICH ALLOWS THE PERSON OBLIGATED ON THE 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.

Executed this 20th day of March 2009.

For 1st Security Bank of Washington

Subordination Agreement (fixture filing) 04/2004

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STATE OF WASHINGTON ) ss COUNTY OF SNOHOMISH )

On this 20th day of March 2009, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared Helen Conrady to me known to be an employee of 1st Security Bank of Washington the corporation that executed the foregoing instrument, and acknowledged the 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 was authorized to execute the said instrument.

Witness my hand and official seal hereto affixed the day and year first above written.

Notary Public in and for the State of Washington

My Commission expires:  $\frac{9/29/09}{}$ 

Residing in Snohomish County

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Subordination Agreement (fixture filing) 04/2004



