

When recorded return to:

THE BANK OF THE PACIFIC
1101 S BOONE STREET
ABERDEEN, WA 98520



201104140050
Skagit County Auditor

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LAND TITLE OF SKAGIT COUNTY

V39018

SUBORDINATION AGREEMENT

Date: **March 22, 2011**

Abbreviated Legal:

Lot 6, SP ANA-98-008, The Crest At 41st St. SP; Ptn SW ¼ of SW ¼, 25-35-1 E WM

Accessor's Tax Parcel No(s): **350125-3-018-0003/P32275**

NOTICE: THIS SUBORDINATION AGREEMENT 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.

The undersigned subordinator and owner agrees as follows:

1. **Bank of the Pacific** referred to herein as "subordinator," is the owner and holder of a Deed of Trust dated **January 26, 2011** which is recorded under auditor's file No. **201102040056**, records of **Skagit County, Washington**.
2. **Bank of the Pacific** referred to herein as "lender," is the owner and holder of a Deed of Trust dated April 5, 2011 executed by **Barbara Lielanie Carabba, David Carabba, and Shamay Andrich, Co-Trustees of Carabba Family Trust** dated **October 23, 1992**, and as **Amended and Restated on February 5, 2005**, and **Amended again on February 5, 2007**, which is recorded under auditor's file No. 201104140049, records of **Skagit County, Washington**. (which is to be recorded concurrently herewith).
3. **Barbara Lielanie Carabba, David Carabba, and Shamay Andrich, Co-Trustees of Carabba Family Trust** referred to herein as "owner," is/are the owner of all the real property described in the Deed of Trust identified above in Paragraph 2.

4. In consideration of benefits to "subordinator" from "owner," receipt and sufficiency of which is hereby acknowledged, and to induce "lender" to advance funds under its Deed of Trust and all agreements in connection therewith, the "subordinator" does hereby unconditionally subordinate the lien of his Deed of Trust identified in Paragraph 1 above to the lien of "lender's" Deed of Trust, identified in Paragraph 2 above, and all advances or charges made or accruing thereunder, including any extension or renewal thereof.
5. "Subordinator" acknowledges that, prior to the execution hereof, he has had the opportunity to examine the terms of "lender's" Deed of Trust, note and agreements relating thereto, consents to and approves same, and recognizes that "lender" has no obligation to "subordinator" to advance any funds under its Deed of Trust or see to the application of "lender's" Deed of Trust funds, and any application or use of such funds for purposes other than those provided for in such Deed of Trust, note or agreements shall not defeat the subordination herein made in whole or in part.
6. It is understood by the parties hereto that "lender" would not make the loan secured by the Deed of Trust in Paragraph 2 without this agreement.
7. This agreement shall be the whole and only agreement between the parties hereto with regard to the subordination of the lien or charge of the Deed of Trust first above mentioned to the lien or charge of the Deed of Trust in favor of "lender" above referred to and shall supersede and cancel any prior agreements as to such, or any, subordination including, but not limited to, those provisions, if any, contained in the Deed of Trust first above mentioned, which provide for the subordination of the lien or charge thereof to a Deed of Trust or Deed of Trusts to be thereafter executed.
8. The heirs, administrators, assigns and successors in interest of the "subordinator" shall be bound by this agreement. Where the word "Deed of Trust" 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 YOUR 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 HIS/HER/THEIR ATTORNEYS WITH RESPECT THERETO.



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Dated: 3/25/2011

SUBORDINATOR:

Bank of the Pacific

By: David Engels

STATE OF Washington

COUNTY OF

I certify that I know or have satisfactory evidence that DAVID ENGELS is the person who appeared before me, and said person(s) acknowledged that (he/she) signed this instrument and acknowledged it as the representative/officer of **Bank of the Pacific** to be the free and voluntary act of such party(ies) for the uses and purposes mentioned in this instrument..

Dated: 3/25/2011

David J. Carabba
Notary Public in and for the State of
Residing at
My appointment expires: 8/11/2014

OWNER:

Barbara Lielani Carabba
Barbara Lielani Carabba,
Co-Trustee of the Carabba Family Trust

David Carabba
David Carabba,
Co-Trustee of the Carabba Family Trust

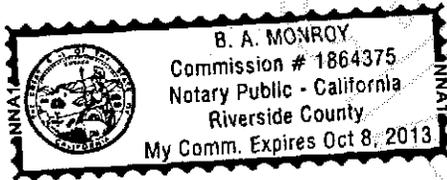
Shamay Andrigh
Shamay Andrigh,
Co-Trustee of the Carabba Family Trust


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STATE OF CALIFORNIA
County of RIVERSIDE, SS:

I certify that I know or have satisfactory evidence that David Carabba
signed this instrument, on oath stated that He is
authorized to execute the instrument and acknowledged it as the Co-Trustee
of The Carabba Family Trust to be the free and voluntary act of such
party for the uses and purposes mentioned in this instrument.

Dated: APRIL 07, 2011

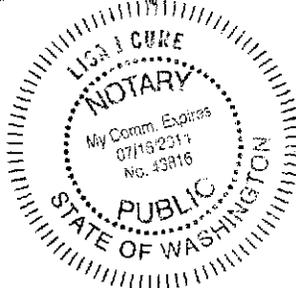


B. A. Monroy
Notary Public in and for the State of CALIFORNIA
Residing at RIVERSIDE COUNTY
My appointment expires: OCTOBER 08, 2013

STATE OF Washington
County of Skagit, SS:

I certify that I know or have satisfactory evidence that Barbara Lielanie Carabba and
Shamay Andrich signed this instrument, on oath stated that They are
authorized to execute the instrument and acknowledged it as the Co-Trustees
of The Carabba Family Trust to be the free and voluntary act of such
party for the uses and purposes mentioned in this instrument.

Dated: April 10, 2011



Lisa J. Gure
Notary Public in and for the State of Washington
Residing at Burlington
My appointment expires: July 14



201104140050
Skagit County Auditor