

When recorded return to:  
Land Title and Escrow  
3010 Commercial Avenue  
Anacortes, WA 98221



201206010089  
Skagit County Auditor

6/1/2012 Page 1 of 3 4:15PM

File for Record at Request of  
Land Title and Escrow  
Escrow Number: 141917-OAE

### LAND TITLE OF SKAGIT COUNTY

Grantor: Nabeel Jurdi and Brena Jurdi  
Grantee: Skagit State Bank  
Abbreviated Legal: Parcel A & B, BLA Survey 201005120047; Ptn NW ¼ of SW ¼ & Ptn SW ¼ of NW 1/43, 4-34-2 E W.M.  
Tax Parcel No. P19877/340204-2-001-0009 & P19839/340204-0-046-0000

## Subordination Agreement

**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. Nabeel Jurdi and Brena Jurdi, Husband and Wife  
referred to herein as "subordinator", is the owner and holder of a mortgage dated May 31<sup>st</sup>  
2012 which is recorded in June 1, 2012 of Mortgages, page n/a  
under auditor's file 201206010089, records of Skagit County.  
Skagit State Bank
2. referred to herein as "lender", is the owner and holder of a mortgage dated May 30<sup>th</sup>, 2012  
executed D & D Landholding Co. LLC  
(which is recorded in volume N/A of Mortgages, N/A,  
auditor's file 201206010089 records Skagit County) (which  
is to be recorded concurrently herewith).
3. D & D Landholding Co. LLC, a Washington Limited Liability Company  
referred to herein as "owner", is the owner of all the real property described in the mortgage 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 mortgage and all agreements in  
connection therewith, the "subordinator" does hereby unconditionally subordinate the lien of his mortgage  
identified in Paragraph 1 above to the lien of "lender's" mortgage, 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" mortgage, 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 mortgage  
or see to the application of "lender's" mortgage funds, and any application or use of such funds for  
purposes other than those provided for in such mortgage, 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 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  
subordination of the lien or charge of the mortgage first above mentioned to the lien or charge of the  
mortgage 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  
mortgage first above mentioned, which provide for the subordination of the lien or charge thereof to a  
mortgage or mortgages 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 "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 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 THEIR ATTORNEYS WITH RESPECT THERETO.

Dated: 6/11/12

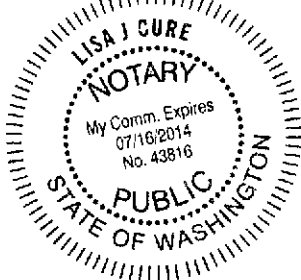
Nabeel a Jurdi By Brena  
P. Jurdi His Attorney in Fact  
Nabeel Jurdi

Brena A Jurdi  
Brena Jurdi

STATE OF Washington  
COUNTY OF Skagit } SS:

On this 1st day of June 2012 before me personally appeared Brena Jurdi, to me known to be the individual described in and who executed the foregoing instrument for her self and as Attorney in Fact for Nabeel Jurdi and acknowledged that she signed and sealed the same as her free and voluntary act and deed for her self and also as his free and voluntary act and deed as Attorney in Fact for said principal for the uses and purposes therein mentioned, and on oath stated that the Power of Attorney authorizing the execution of this instrument has not been revoked and that the said principal is now living, and is not incompetent.

Given under my hand and official seal the day and year last above written.  
(Seal)



Lisa J. Cure  
Notary Public in and for the State of Washington  
Residing at Burlington  
My appointment expires: 7/16/2014



201206010089  
Skagit County Auditor

**PARCEL "A":**

Parcel A of that certain Boundary Line Adjustment Survey approved April 23, 2010, recorded May 12, 2010, under Auditor's File No. 201005120047, records of Skagit County, Washington and being more fully described as follows:

That portion of the Northwest  $\frac{1}{4}$  of the Southwest  $\frac{1}{4}$  and that portion of the Southwest  $\frac{1}{4}$  of the Northwest  $\frac{1}{4}$  of Section 4, Township 34 North, Range 2 East, W.M., described as follows:

Beginning at a point on the South line of the Anacortes-Mount Vernon Highway right-of-way at a point 1,023.24 feet East of its intersection with the Section line between Sections 4 and 5, Township 34 North, Range 2 East, W.M.;

thence South 40 rods, more or less, to a point 26 rods South of the  $\frac{1}{2}$  Section line;

thence East 8 rods;

thence North 40 rods, more or less, to the South line of said Highway;

thence West along the South line of said Highway to the place of beginning.

EXCEPT the South 200 feet thereof;

AND EXCEPT that portion conveyed to the State of Washington by Deed dated January 12, 1961, for Primary State Highway No. 1 Jet SSH No. 1-D to Swinomish Slough, and recorded February 6, 1961, under Auditor's File No. 603837;

AND that portion of said Section, described as follows:

Beginning at a point on the South line of the Anacortes-Mount Vernon Highway at a point 1,012.24 feet East of its intersection with the Section line between Sections 4 and 5 of Township 34 North, Range 2 East, W.M.;

thence East along the South line of said Highway 11 feet;

thence South 431 feet;

thence West 11 feet;

thence North 431 feet to the point of beginning.

EXCEPT that portion annexed to the State of Washington by Deed dated January 12, 1961, for Primary State Highway No. 1 JET. SSH No. 1-D to Swinomish Slough, and recorded February 6, 1961, under Auditor's File No. 603837.

TOGETHER WITH the West 67.40 feet of the following described property:

Beginning at a point on the South line of the Anacortes-Mount Vernon Highway, 80 rods East of the Section line between Sections 4 and 5, said Township and Range;

thence West 10 rods along the South line of said Anacortes-Mount Vernon Highway;

thence South 8 rods;

thence East parallel to the South line of said Highway 10 rods to the East line of said Southwest  $\frac{1}{4}$  of the Northwest  $\frac{1}{4}$  ;

thence North 8 rods along the East line of said Southwest  $\frac{1}{4}$  of the Northwest  $\frac{1}{4}$  to the point of beginning;

EXCEPT any portion thereof lying within the boundaries of a tract conveyed to George Sullivan and Dora Sullivan, husband and wife, by deed dated April 29, 1946, recorded May 18, 1946, in Volume 209 of Deeds, page 449, under Auditor's File No. 391956, records of Skagit County, Washington,

Situate in the City of Anacortes, County of Skagit, State of Washington.

**PARCEL "B":**

Parcel B of that certain Boundary Line Adjustment Survey approved April 23, 2010, recorded May 12, 2010, under Auditor's File No. 201005120047, records of Skagit County, Washington and being more fully described as follows:

That portion of the Southwest  $\frac{1}{4}$  of the Northwest  $\frac{1}{4}$  of Section 4, Township 34 North, Range 2 East, W.M., described as follows:

Beginning at a point on the South line of the Anacortes-Mount Vernon Highway, 80 rods East of the Section line between Sections 4 and 5, said Township and Range;

thence West 10 rods along the South line of said Anacortes-Mount Vernon Highway;

thence South 8 rods;

thence East parallel to the South line of said Highway 10 rods to the East line of said Southwest  $\frac{1}{4}$  of the Northwest  $\frac{1}{4}$  ;

thence North 8 rods along the East line of said Southwest  $\frac{1}{4}$  of the Northwest  $\frac{1}{4}$  to the point of beginning;

EXCEPT any portion thereof lying within the boundaries of a tract conveyed to George Sullivan and Dora Sullivan, husband and wife, by deed dated April 29, 1946, recorded May 18, 1946, in Volume 209 of Deeds, page 449, under Auditor's File No. 391956, records of Skagit County, Washington,

AND EXCEPT the West 67.40 feet thereof.

Situate in the City of Anacortes, County of Skagit, State of Washington.



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