

WHEN RECORDED RETURN TO:

DIANA G. HANCOCK Attorney at Law, P.S. P.O. Box 160 Lopez, Washington 98261

CHICAGO TITLE

SUBORDINATION AGREEMENT

Reference Numbers: 2012 10120027 (Islanders Bank) and 2012 10120028 (CarpenterDye)

Grantor:

CarpenterDye LLC, a Washington Limited Liability Company

Grantee:

Islanders Bank, a Washington Banking Corporation

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 agree as follows:

- 1. CarpenterDye LLC, a Washington Limited Liability Company ("Subordinator"), is the owner and holder of a mortgage dated October 10, 2012, recorded on October 12, 2012, in the office of the Auditor of Skagit County, Washington, under Auditor's File Number 2012 10120028. Charles R. Brown, Jr. and Catherine E. Brown, husband and wife (collectively referred to herein as "Owner") are the Grantors under said mortgage.
- 2. Islanders Bank, a Washington Banking Corporation, ("Lender") is the holder of a mortgage dated the 4th day of October, 2012 (the "Islanders Bank mortgage"), which mortgage was recorded in the office of the Auditor of Skagit County on October 12, 2012, under Auditor's File Number 2012 10120027. Owner is the Grantor under the Islanders Bank mortgage.
- 3. Charles R. Brown, Jr. and Catherine E. Brown, husband and wife, are the owners of all of the real property described in the mortgages described in paragraphs 1 and 2 above.
- 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 Lender's mortgage and all agreements in connection therewith, Subordinator does hereby unconditionally subordinate the lien of its mortgage identified in paragraph 1 above to the lien of Lender's mortgage, identified in paragraph 2 above, and all advances or changes made or accruing thereunder including any extension or renewal thereof.
- 5. Subordinator acknowledges that, prior to the execution hereof, it 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 to 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 described 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 any mortgage to be thereafter executed.
- 9. 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 and synonymous with "deed of trust" and gender and number of pronouns considered to conform to the undersigned.

Executed this _______day of October, 2012.

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 THE IMPROVEMENT OF THE LAND. IT IS RECOMMENDED THAT, PRIOR TO THE EXECUTION OF THIS SUBORDINATION, THE PARTIES CONSULT WITH THEIR ATTORNEYS WITH RESPECT THERETO.

CARPENTERDYE LLC

By Annal Davidson

Christine E. Dve. Member

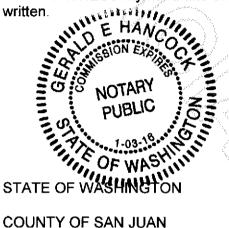
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STATE OF WASHINGTON)
)ss
COUNTY OF SAN JUAN)

day of October, 2012, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared Aaron M. Dye, to me known to be a member of CarpenterDye LLC, the limited liability company that executed the foregoing instrument (Subordination Agreement), and acknowledged the said instrument to be the free and voluntary act and deed of said limited liability company, for the use and purposes therein mentioned, and on oath stated that he was authorized to execute said instrument:

WITNESS my hand and official seal hereto affixed the day and year first above



(Print name) OGRAU Notary Public in and for said State

residing at Lopez Island

My commission expires: UM.

day of October, 2012, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared Christine E. Dye, to me known to be a member of Carpenter Dye LLC, the limited liability company that executed the foregoing instrument (Subordination Agreement), and acknowledged the said instrument to be the free and voluntary act and deed of said limited liability company, for the use and purposes therein mentioned, and on oath stated that she was authorized to execute said instrument.

)ss.

WITNESS my hand and official seal hereto affixed the day and year first above

written.

(Print name) GERALO E HANCOU Notary Public in and for said State

residing at Lopez Island

My commission expires:

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