



Skagit County Auditor  
5/10/2013 Page

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3

\$146.00  
1:45PM

When recorded return to:

THE BANK OF THE PACIFIC  
LOAN SERVICE DEPARTMENT  
PO BOX 1826  
ABERDEEN, WA 98520

**SUBORDINATION OF LEASE AGREEMENT**

**Chicago #620017838**

Reference No. (if applicable): 201101270011

Grantor: Louws Truss, Inc.

Grantee: Bank of the Pacific

Abbreviated Legal: PTN BLOCKS 3, 4, 6-9 ALBERTSON'S ADD

Tax Parcel ID No(s): P72436 / 4078-009-011-0007

NOTICE: THIS SUBORDINATION AGREEMENT RESULTS IN YOUR LEASEHOLD ESTATE IN THE PROPERTY BECOMING SUBJECT TO AND OF LOWER PRIORITY THAN THE LIEN OF SOME OTHER OR LATER SECURITY INSTRUMENT.

The undersigned subordinator agrees as follows:

1. **Louws Truss, Inc., a Washington corporation** referred to herein as "Subordinator," is the lessee of a lease covering the premises described at attached Exhibit A.

A reference to this lease was recorded at Skagit County Recording No. 201101270011.

2. **JELCO, LLC, a Washington limited liability company** owns the real property described in Paragraph 1 and is referred to herein as "Owner".

3. **The Bank of the Pacific** referred to herein as "Beneficiary," is the owner and holder of a Deed of Trust dated **May 7, 2013**, in the amount of **\$1,550,000.00**, executed by **JELCO, LLC, a Washington limited liability company** which is recorded under Auditor's File No. 201305100098 records of **Skagit County, Washington** and Deed of Trust dated **May 7, 2013** in the amount of **\$1,240,000.00**, executed by **JELCO, LLC, a Washington limited liability company** which is recorded under Auditor's File No. 201305100100 records of **Skagit County, Washington**.

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 its interest in the lease identified in Paragraph 1 above to the lien of "Lender's" Deeds of Trust, identified in Paragraph 3 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/she has had the opportunity to examine the terms of "Lender's" Deeds 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" Deeds of Trust funds, and any application or use of such funds for purposes other than those provided for in such Deeds 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 Deeds of Trust in Paragraph 3 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 LEASEHOLD ESTATE IN THE PROPERTY 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.

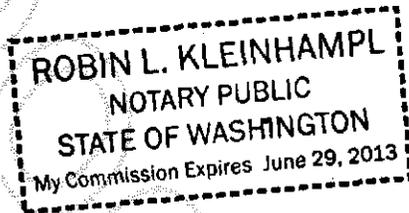
EXECUTED this 8 day of May, 2013

**SUBORDINATOR:**

**Louws Truss, Inc., a Washington Corporation**

  
John M. Louws, President of Louws Truss, Inc.

STATE OF: Washington  
COUNTY OF: Whatcom



I certify that I know or have satisfactory evidence that **John M. Louws** is the person who appeared before me, and said person(s) acknowledged that he/she signed this instrument and acknowledged it as the **President of Louws Truss, Inc., a Washington Corporation**, to be the free and voluntary act of such party(ies) for the uses and purposes mentioned in this instrument.

Dated: May 8, 2013

  
Notary Public in and for the State of Washington  
Residing at Ellensburg  
My appointment expires: 06 29 2013



201305100101

**SCHEDULE A**  
(continued)

5. The land referred to in this Commitment is described as follows:

**For APN/Parcel ID(s): P72436 / 4078-009-011-0007**

The East Half and the North 25 feet of the West Half of Block 3; all of Block 4, EXCEPT the North 25 feet of the West Half; the South 13 feet of Lot 8, Block 6 and all of Blocks 7, 8 and 9, inclusive, all located in ALBERTSON'S ADDITION TO THE TOWN OF BURLINGTON, according to the plat thereof recorded in Volume 4 of Plats, page 1, records of Skagit County, Washington;

ALSO TOGETHER WITH those portions of Acre Street and Mount Vernon Street vacated by City of Burlington Ordinance #874 and that portion of Byron Street vacated by City of Burlington Ordinance No. 880; EXCEPT the West 15 feet of Byron Street adjacent to Block 5 of said Plat; AND EXCEPT the East 15 feet of the North 50 feet of Byron Street as vacated by said Ordinance No. 880.

Situated in Skagit County, Washington.

**END OF SCHEDULE A**

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ALTA Commitment (Adopted: 06.17.2006)

AMERICAN  
LAND TITLE  
ASSOCIATION



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