

RETURN ADDRESS:
PEOPLES BANK
Loan Services Department
PO Box 233
LYNDEN, WA 98264



Skagit County Auditor \$79.00
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NOTICE: THIS SUBORDINATION OF DEED OF TRUST 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.

SUBORDINATION OF DEED OF TRUST

Reference # (if applicable): 200606300211 Additional on page _____

Grantor(s):
1. KUIPERS, GARRITT E 20140627 0038
2. KUIPERS, SHERYL L

Grantee(s)
1. PEOPLES BANK

LAND TITLE OF SKAGIT COUNTY
149362-S

Legal Description: Lot 2 SP 30-86 in GL7 of 2-33-3; SW1/4 SW1/4 of 35-34-3; GL4,5 & ptn GL3 of 2-33-3 Ptn GL 3 of 10-33-3; GL6 of 2-33-3; Ptn S1/2 SE1/4 of 3-33-3; GL4 of 10-33-3
Additional on page 2

Assessor's Tax Parcel ID#: 330302-3-011-0000 P15305; 340335-3-003-0007 P23194; 330302-0-008-0008 P15299; 330302-0-006-0000 P15297; 330302-0-005-0001 P15296; 330310-0-007-0009 P15621; 330302-0-010-0012 P15302; 330302-0-010-0202 P15304; 330303-4-006-0001 P15363; 330303-4-006-0100 P130570; 330310-0-009-0007 P15626; AND 330302-0-009-0007 P15300

THIS SUBORDINATION OF DEED OF TRUST dated June 9, 2014, is made and executed among GERRITT KUIPERS and TRUDY J KUIPERS ("Beneficiary"); FIRST AMERICAN TITLE OF SKAGIT COUNTY ("Trustee"); GARRITT E KUIPERS and SHERYL L KUIPERS ("Borrower"); and PEOPLES BANK ("Lender").

SUBORDINATION OF DEED OF TRUST

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SUBORDINATED INDEBTEDNESS. Beneficiary has extended the following described financial accommodations, secured by the Real Property (the "Subordinated Indebtedness");

A NOTE DATED JUNE 26, 2006 IN THE AMOUNT OF \$235,531.82.

The Subordinated Indebtedness is or will be secured by the Real Property and evidenced by a deed of trust dated June 26, 2006 from GARRITT KUIPERS and SHERYL L KUIPERS ("Trustor") to FIRST AMERICAN TITLE OF SKAGIT COUNTY ("Trustee") in favor of GERRITT KUIPERS and TRUDY J KUIPERS ("Beneficiary") (the "Subordinated Deed of Trust") and recorded in SKAGIT County, State of Washington as follows:

A DEED OF TRUST, AFFECTING PARCELS E, F AND G, DATED JUNE 26, 2006 AND RECORDED JUNE 30, 2006 UNDER AUDITOR'S FILE NO. 200606300211, RECORDS OF SKAGIT COUNTY, WASHINGTON.

REAL PROPERTY DESCRIPTION. The Subordinated Deed of Trust covers the following described real property (the "Real Property") located in SKAGIT County, State of Washington:

See EXHIBIT A, which is attached to this Subordination and made a part of this Subordination as if fully set forth herein.

The Real Property of its address is commonly known as 16092 MARSH ROAD, 18469 AND 19020 BEAVERMARSH ROAD MOUNT VERNON, WA 98273. The Real Property tax identification number is 330302-3-011-0000 P15305; 340335-3-003-0007 P23194; 330302-0-008-0008 P15299; 330302-0-006-0000 P15297; 330302-0-005-0001 P15296; 330310-0-007-0009 P15621; 330302-0-010-0012 P15302; 330302-0-010-0202 P15304; 330303-4-006-0001 P15363; 330303-4-006-0100 P130570; 330310-0-009-0007 P15626; AND 330302-0-009-0007 P15300.

SUPERIOR INDEBTEDNESS. Lender has extended or has agreed to extend the following described financial accommodations to Borrower, secured by the Real Property (the "Superior Indebtedness");

A PROMISSORY NOTE DATED JUNE 9, 2014 IN THE AMOUNT OF \$2,131,500.00.

The Superior Indebtedness is or will be secured by the Real Property and evidenced by a mortgage, deed of trust, or other lien instrument dated June 9, 2014, from Borrower to Lender (the "Lender's Lien") and recorded in SKAGIT County, State of Washington as follows:

A MORTGAGE DATED JUNE 9, 2014 AND RECORDED UNDER AUDITOR'S FILE NO. 20140630038, RECORDS OF SKAGIT COUNTY, WASHINGTON.

As a condition to the granting of the requested financial accommodations, Lender has required that the Lender's Lien be and remain superior to the Subordinated Deed of Trust.

REQUESTED FINANCIAL ACCOMMODATIONS. Trustor, who may or may not be the same person or entity as Borrower, and Beneficiary each want Lender to provide financial accommodations to Borrower in the form of the Superior Indebtedness. Trustor and Beneficiary each represent and acknowledged to Lender that Beneficiary will benefit as a result of these financial accommodations from Lender to Borrower, and Beneficiary acknowledges receipt of valuable consideration for entering into this Subordination.

NOW THEREFORE THE PARTIES TO THIS SUBORDINATION HEREBY AGREE AS FOLLOWS:

SUBORDINATION. The Subordinated Deed of Trust and the Subordinated Indebtedness secured by the Subordinated Deed of Trust is and shall be subordinated in all respects to Lender's Lien and the Superior Indebtedness, and it is agreed that Lender's Lien shall be and remain, at all times, prior and superior to the lien of the Subordinated Deed of Trust. Beneficiary also subordinates to Lender's Lien all other Security Interests in the Real Property held by Beneficiary, whether now existing or hereafter acquired. The words "Security Interest" mean and include without limitation any type of collateral security, whether in the form of a lien, charge, mortgage, deed of trust, assignment, pledge, chattel mortgage, chattel trust, factor's lien, equipment trust, conditional sale, trust receipt, lien or title retention contract, lease or consignment intended as a security device, or any other security or lien interest whatsoever, whether created by law, contract, or otherwise.

BENEFICIARY'S REPRESENTATIONS AND WARRANTIES. Beneficiary represents and warrants to Lender that: (A) no representations or agreements of any kind have been made to Beneficiary which would limit or qualify in any way the terms of this Subordination; (B) this Subordination is executed at Borrower's request and not at the request of Lender; (C) Lender has made no representation to Beneficiary as to the creditworthiness of Borrower; and (D) Beneficiary has established adequate means of obtaining from Borrower on a continuing basis information regarding Borrower's financial condition. Beneficiary agrees to keep adequately informed from such means of any facts, events, or circumstances which might in any way affect Beneficiary's risks under this Subordination, and Beneficiary further agrees that Lender shall have no obligation to disclose to Beneficiary information or material acquired by Lender in the course of its relationship with Beneficiary.

BENEFICIARY WAIVERS. Beneficiary waives any right to require Lender: (A) to make, extend, renew, or modify any loan to Borrower or to grant any other financial accommodations to Borrower whatsoever; (B) to make any representation, protest, demand, or notice of any kind, including notice of any nonpayment of any Superior Indebtedness secured by Lender's Lien, or notice of any action or nonaction on the part of Borrower, Lender, any surety, endorser, or other guarantor in connection with the Superior Indebtedness, or in connection with the creation of new or additional indebtedness; (C) to resort for payment or to proceed directly against any person, including Borrower; (D) to proceed directly against or exhaust any collateral held by Lender from Borrower, any other guarantor, or any other person; (E) to give notice of the terms, time, and place of any public or private sale of personal property security held by Lender from Borrower or to comply with any other applicable provisions of the Uniform Commercial Code; (F) to pursue any other remedy within Lender's power; or (G) to commit any act or omission of any kind, at any time, with respect to any matter whatsoever.

LENDER'S RIGHTS. Lender may take or omit any and all actions with respect to Lender's Lien without affecting whatsoever any of Lender's rights under this Subordination. In particular, without limitation, Lender may, without notice of any kind to Beneficiary, (A) make one or more additional secured or unsecured loans to Borrower, (B) repeatedly alter, compromise, renew, extend, accelerate, or otherwise change the time for payment of other terms of the Superior Indebtedness or any part of it, including increases and decreases of the rate of interest on the Superior Indebtedness; extensions may be repeated and may be for longer than the original loan term; (C) take and hold collateral for the payment of the Superior Indebtedness, and exchange, enforce, waive, and release any such collateral with or without the substitution of new collateral; (D) release, substitute, agree not to sue, or deal with any one or more of Borrower's sureties, endorsers, or guarantors on any terms or manner Lender chooses; (E) determine how when and what application of payments and credits, shall be made on the Superior Indebtedness; (F) apply such security and direct the order or manner of sale of the security, as Lender in its discretion may determine; and (G) transfer this Subordination to another party.



**SUBORDINATION OF DEED OF TRUST
(Continued)**

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DEFAULT BY BORROWER. If Borrower becomes insolvent or bankrupt, this Subordination shall remain in full force and effect. Any default by Borrower under the terms of the Subordinated Indebtedness also shall constitute an event of default under the terms of the Superior Indebtedness in favor of Lender.

MISCELLANEOUS PROVISIONS. The following miscellaneous provisions are a part of this Subordination:

Amendments. This Subordination constitutes the entire understanding and agreement of the parties as to the matters set forth in this Subordination. No alteration of or amendment to this Subordination shall be effective unless given in writing and signed by the party or parties sought to be charged or bound by the alteration or amendment.

Attorneys' Fees, Expenses. If Lender institutes any suit or action to enforce any of the terms of this Subordination, Lender shall be entitled to recover such sum as the court may adjudge reasonable as attorneys' fees at trial and upon any appeal. Whether or not any court action is involved, and to the extent not prohibited by law, all reasonable expenses Lender incurs that in Lender's opinion are necessary at any time for the protection of its interest or the enforcement of its rights shall become a part of the Indebtedness payable on demand and shall bear interest at the Note rate from the date of the expenditure until repaid. Expenses covered by this paragraph include, without limitation, however subject to any limits under applicable law, Lender's attorneys' fees and Lender's legal expenses, whether or not there is a lawsuit, including attorneys' fees and expenses for bankruptcy proceedings (including efforts to modify or vacate any automatic stay or injunction), appeals, and any anticipated post-judgment collection services, the cost of searching records, obtaining title reports (including foreclosure reports), surveyors' reports, and appraisal fees, title insurance, and fees for the Trustee, to the extent permitted by applicable law. Beneficiary also will pay any court costs, in addition to all other sums provided by law.

Authority. The person who signs this Subordination as or on behalf of Beneficiary represents and warrants that he or she has authority to execute this Subordination and to subordinate the Subordinated Indebtedness and the Beneficiary's security interests in Beneficiary's property, if any.

Caption Headings. Caption headings in this Subordination are for convenience purposes only and are not to be used to interpret or define the provisions of this Subordination.

Governing Law. This Subordination will be governed by federal law applicable to Lender and to the extent not preempted by federal law, the laws of the State of Washington without regard to its conflicts of law provisions. This Subordination has been accepted by Lender in the State of Washington.

Choice of Venue. If there is a lawsuit, Beneficiary agrees upon Lender's request to submit to the jurisdiction of the courts of SKAGIT County, State of Washington.

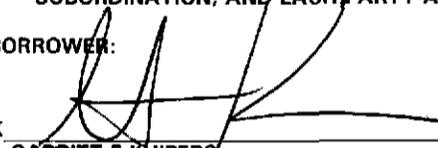
Successors. This Subordination shall extend to and bind the respective heirs, personal representatives, successors and assigns of the parties to this Subordination, and the covenants of Beneficiary herein in favor of Lender shall extend to, include, and be enforceable by any transferee or endorsee to whom Lender may transfer any or all of the Superior Indebtedness.

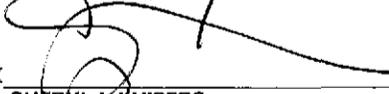
No Waiver by Lender. Lender shall not be deemed to have waived any rights under this Subordination unless such waiver is given in writing and signed by Lender. No delay or omission on the part of Lender in exercising any right shall operate as a waiver of such right or any other right. A waiver by Lender of a provision of this Subordination shall not prejudice or constitute a waiver of Lender's right otherwise to demand strict compliance with that provision or any other provision of this Subordination. No prior waiver by Lender, nor any course of dealing between Lender and Beneficiary, shall constitute a waiver of any of Lender's rights or of any of Beneficiary's obligations as to any future transactions. Whenever the consent of Lender is required under the Subordination, the granting of such consent by Lender in any instance shall not constitute continuing consent to subsequent instances where such consent is required and in all cases such consent may be granted or withheld in the sole discretion of Lender.

Waive Jury. All parties to this Subordination hereby waive the right to any jury trial in any action, proceeding, or counterclaim brought by any party against any other party. (Initial Here)

EACH PARTY TO THIS SUBORDINATION ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS SUBORDINATION, AND EACH PARTY AGREES TO ITS TERMS. THIS SUBORDINATION IS DATED JUNE 9, 2014.

BORROWER:

X 
GARRITT E KUIPERS

X 
SHERYL L KUIPERS

BENEFICIARY:

X 
GERRITT KUIPERS

X 
TRUDY J KUIPERS



SUBORDINATION OF DEED OF TRUST

Loan No: 5032008-205

(Continued)

TRUSTEE:
FIRST AMERICAN TITLE OF SKAGIT COUNTY

By: _____
Authorized Signer for FIRST AMERICAN TITLE OF SKAGIT COUNTY

By: _____
Authorized Signer for FIRST AMERICAN TITLE OF SKAGIT COUNTY

LENDER:

PEOPLES BANK

X _____
Authorized Officer

INDIVIDUAL ACKNOWLEDGMENT

On this day before me, the undersigned Notary Public, personally appeared GARRITT, RICHARD MONKSTON, personally known to me or proved to me on the basis of satisfactory evidence to be the individual described in and who executed the Subordination of Deed of Trust, and acknowledged that they signed the Subordination as their free and voluntary act and deed, for the uses and purposes therein mentioned.

Given under my hand and official seal this 25th day of June, 2014.

By: Richard Monkston
Notary Public in and for the State of Washington

Residing at Hydrus
My commission expires 9-4-2016

STATE OF Washington
COUNTY OF Skagit

INDIVIDUAL ACKNOWLEDGMENT

On this day before me, the undersigned Notary Public, personally appeared GERRIT, JIMMERS and TAYLOR, KUIPERS, personally known to me or proved to me on the basis of satisfactory evidence to be the individuals described in and who executed the Subordination of Deed of Trust, and acknowledged that they signed the Subordination as their free and voluntary act and deed, for the uses and purposes therein mentioned.

Given under my hand and official seal this 23rd day of June, 2014.

By: Kim Sanford
Notary Public in and for the State of WA

Residing at 1st Avenue
My commission expires March 4, 2015



SUBORDINATION OF DEED OF TRUST
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CORPORATE ACKNOWLEDGMENT

STATE OF _____)
) SS
COUNTY OF _____)

On this _____ day of _____, 20 _____, before me, the undersigned Notary Public, personally appeared _____

and personally known to me or proved to me on the basis of satisfactory evidence to be (an) authorized agent(s) of the corporation that executed the Subordination of Deed of Trust and acknowledged the Subordination to be the free and voluntary act and deed of the corporation, by authority of its Bylaws or by resolution of its board of directors, for the uses and purposes therein mentioned, and on oath stated that he or she/they is/are authorized to execute this Subordination and in fact executed the Subordination on behalf of the corporation.

By _____ Residing at _____
Notary Public in and for the State of _____ My commission expires _____

LENDER ACKNOWLEDGMENT

STATE OF Washington)
) SS
COUNTY OF Skagitum)

On this 18th day of June, 20 14, before me, the undersigned Notary Public, personally appeared Doug Dostal and personally known to me or proved to me on the basis of satisfactory evidence to be the SVP, authorized agent for PEOPLES BANK that executed the within and foregoing instrument and acknowledged said instrument to be the free and voluntary act and deed of PEOPLES BANK, duly authorized by PEOPLES BANK through its board of directors or otherwise, for the uses and purposes therein mentioned, and on oath stated that he or she is authorized to execute this said instrument and in fact executed this said instrument on behalf of PEOPLES BANK.

By Rhonda Workentin Residing at Lyrden
Notary Public in and for the State of Washington My commission expires 9-4-2016

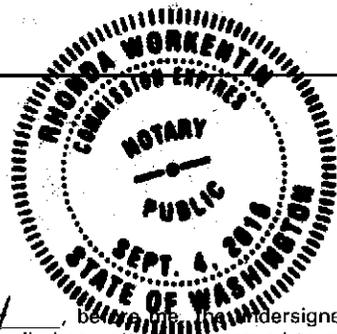


EXHIBIT 'A'

DESCRIPTION:

PARCEL "A":

Lot 2, Skagit County Short Plat No. 30-86, approved November 21, 1986 and recorded December 8, 1986, in Volume 7 of Short Plats, page 145, under Auditor's File No. 8612080003, records of Skagit County, Washington; being a portion of Government Lot 7, Section 2, Township 33 North, Range 3 East, W.M.

EXCEPT roads,

AND EXCEPT those portions conveyed to Skagit County Dike District No. 1. by deeds recorded under Skagit County Auditor's File Numbers 773007 and 9605210001.

Situate in the County of Skagit, State of Washington.

PARCEL "B":

The Southwest $\frac{1}{4}$ of the Southwest $\frac{1}{4}$ of Section 35, Township 34 North, Range 3 East, W.M.; and

All of Lot 5; the West 26 rods of Lot 3; and Lot 4 of Section 2, Township 33 North, Range 3 East, W.M., Skagit County, Washington, less the following tracts:

Beginning at a point bearing North 55°00'00" East and 80 feet distant from a point from which the Southwest corner of Lot 4, Section 2, Township 33 North, Range 3 East, W.M. bears South 74°00'00" West 15.60 chains distance;
thence North 55°00'00" East 80 feet;
thence South 35°00'00" East 80 feet to the right bank of the North Fork of the Skagit River;
thence along the river bank South 62°00'00" West 80 feet 6 inches;
thence North 35°00'00" West 70 feet to point of beginning.

Beginning at a point from which the Southwest corner of Lot 4, Section 2, Township 33 North, Range 3 East, W.M., bears South 74°00'00" West 15.60 chains distance;
thence North 55°00'00" East 80 feet;
thence South 35°00'00" East 70 feet to the right bank of the North Fork of Skagit River;
thence along the bank of the river South 62°00'00" West 80 feet 6 inches;
thence North 35°00'00" West 60 feet to the point of beginning.

Beginning at a point 829 feet South of the quarter corner of Section 2, Township 33 North, Range 3 East, W.M.;
thence South 68°30'00" West, 110 feet;
thence South 21°30'00" East 60 feet, more or less, to the North line of the County road;
thence North 68°30'00" East along said North line of County road 110 feet;
thence North 21°30'00" West 60 feet, more or less, to point of beginning.



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DESCRIPTION CONTINUED:

PARCEL "B" continued:

TOGETHER WITH right to roadway to each end of the lot diagonally to the County road, and gangways to the river in front, the width of the lot.

EXCEPTING from all the foregoing, County roads and dike and drainage district rights of way.

Situate in the County of Skagit, State of Washington.

PARCEL "C":

The East 330 feet of the East $\frac{1}{2}$ of Government Lot 3, Section 10, Township 33 North, Range 3 East, W.M.,
EXCEPT County road and dike right of way.

Situate in the County of Skagit, State of Washington.

PARCEL "D":

The South 660 feet of Government Lot 6 of Section 2, Township 33 North, Range 3 East, W.M.;

EXCEPT the rights-of-way of Dike District No. 1, including the right-of-way appropriated in Skagit County Cause No. 3049; the strip of land conveyed to Dike District No. 1 by Deed dated and recorded January 16, 1909 under Auditor's File No. 32456, in Volume 38 of Deeds, page 300; and the 20 foot wide strip of land conveyed to Dike District No. 1 by Deed dated April 15, 1964 and recorded August 23, 1972, under Auditor's File No. 773008;

AND EXCEPT the county road right-of-way commonly known as Beaver Marsh Road along the West line thereof;

AND ALSO EXCEPT ditch rights-of-way, if any, including those in favor of Drainage District No. 15.

Situate in the County of Skagit, State of Washington.

PARCEL "E":

The Southeast $\frac{1}{4}$ of the Southeast $\frac{1}{4}$ of Section 3, Township 33 North, Range 3 East, W.M., EXCEPT the North 10 feet thereof conveyed to Drainage District No. 15 for drainage ditch, AND EXCEPT that portion lying within the boundaries of the as built and existing County road commonly known as the Beaver-Marsh Road running along the East line thereof, AND EXCEPT dike rights of way.

TOGETHER WITH the South 230 feet of the East 330 feet of the East $\frac{1}{2}$ of the Southwest $\frac{1}{4}$ of the Southeast $\frac{1}{4}$ of Section 3, Township 33 North, Range 3 East, W.M.

Situate in the County of Skagit, State of Washington.



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DESCRIPTION CONTINUED:

PARCEL "F":

Government Lot 4 in Section 10, Township 33 North, Range 3 East, W.M., EXCEPT that portion lying within the boundaries of the as built and existing County road commonly known as the Beaver-Marsh Road running along the East line thereof, AND EXCEPT dike rights of way.

Situate in the County of Skagit, State of Washington.

PARCEL "G":

Government Lot 6, Section 2, Township 33 North, Range 3 East, W.M.,

EXCEPT the South 660 feet thereof,

AND EXCEPT road and drainage ditch rights of way,

AND EXCEPT that portion conveyed to Dike District No. 1 by deed recorded on August 23, 1972, under Auditor's File No. 773009.

Situate in the County of Skagit, State of Washington.



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