



201505290066

Skagit County Auditor

\$80.00

5/29/2015 Page

1 of

9 11:08AM

**RECORDED AT THE REQUEST OF:  
AND AFTER RECORDING RETURN TO:**

**1ST SECURITY BANK OF WASHINGTON  
P.O. BOX 97000  
LYNNWOOD, WA 98046-9700  
Attention: Loan Servicing**

**SUBORDINATION AGREEMENT  
(Fixture Loans)**

**GRANTOR #1  
(Fixture Lender):**

**1ST SECURITY BANK OF WASHINGTON**

**GRANTOR #2  
(Owner of Property):**

David and Carolyn Heller

**GRANTEE  
(Mortgage Lender):**

**American Equity Mortgage ISAOA/ATIMA**

**ABBREVIATED  
LEGAL DESCRIPTION  
(Washington Properties  
Only):**

LOT 53, PLAT OF COUNTRY AIRE PHASE I, ACCORDING TO THE PLAT THEREOF, RECORDED IN VOLUME 15 OF PLATS, PAGES 91 THROUGH 94, INCLUSIVE, RECORDS OF SKAGIT COUNTY, WASHINGTON, SITUATE IN SKAGIT COUNTY, WASHINGTON.

**ASSESSOR'S TAX  
PARCEL ID NUMBER(S)  
(Washington Properties  
Only):**

P104092

*Land Title and Escrow*

152411-

**REFERENCE NUMBER(S)  
(Washington Properties  
Only):**

201502020024

(Fixture Filing)

20150529 0065

## 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 Owner and Fixture Lender agree as follows:

1. **Mortgage Loan.** American Equity Mortgage ISAOA/ATIMA (**Mortgage Lender**), is the owner and holder of a mortgage, deed of trust or trust deed dated \_\_\_\_\_, executed by David and Carolyn Heller

(individually and collectively, if more than one, "**Owner**") which is recorded in the real property records of Skaqit County, Washington (the "**Mortgage**"), securing repayment of a loan from Mortgage Lender (the "**Mortgage Loan**") in the maximum principal amount of \$ 215,710.00. Mortgage and the promissory note and other documents relating to the Mortgage Loan are sometimes hereinafter referred to collectively as the "Mortgage Loan Documents."

2. **Fixture Loan.** 1st Security Bank of Washington ("**Fixture Lender**") has made a loan to Owner which is secured by the collateral ("**Fixture Collateral**") described in a UCC Fixture Filing which is recorded or filed in the real property records of Skaqit County, Washington under Recording Number 201502020024 (the "**Fixture Filing**")

3. **Property.** Owner is the sole owner of the Fixtures and the real property described in the Mortgage and the Fixture Filing, which real property is identified by abbreviated legal description and parcel ID on the front page of this Agreement (the "**Property**").

4. **Subordination of Fixture Filing.** Fixture Lender agrees, for the benefit of Mortgage Lender, that: (i) its security interest in the Fixtures that are the subject of the Fixture Filing is subject and subordinate to the lien of the Mortgage and all other rights under the Mortgage Loan Documents and all advances or charges made or accruing thereunder, including any and all extensions, modifications (other than those prohibited by Section 5 below) and renewals thereof, additional advances thereunder to preserve and protect the collateral or to cure defaults under the Mortgage Loan Documents (whether or not Mortgage Lender is obligated or committed to make such advances) and capitalization of interest, costs and fees in connection with any of the foregoing; and (ii) Fixture Lender claims no interest in the Property other than the security interest in Fixtures which is created by the Fixture Filing.

5. **Prohibited Modifications of Mortgage Loan.** Without the consent of Fixture Lender, which may be granted or withheld in the sole discretion of Fixture

Lender, Mortgage Lender and Owner will not modify the Mortgage Loan Documents so as to: (i) shorten the maturity date of the Mortgage Loan; (ii) cross-default the Mortgage Loan with any other indebtedness of Owner; (iii) increase the interest rate on the Mortgage Loan (other than increases which are contemplated by the Mortgage Loan Documents as they exist today); or (iv) increase the principal amount of the Mortgage Loan.

**6. Acknowledgments of Fixture Lender.** Fixture Lender acknowledges that, prior to the execution thereof, it has had the opportunity to examine the terms of the Mortgage and the Mortgage Loan Documents and consents to the same. Fixture Lender further acknowledges that Mortgage Lender has no obligation to Fixture Lender to advance any funds under the Mortgage or to see to the application of Mortgage Lender's loan funds, and any application or use of such funds for purposes other than those provided for in the Mortgage or any of the other Mortgage Loan Documents shall not defeat the subordination herein made in whole or in part. It is understood by the parties hereto that Mortgage Lender would not make the Mortgage Loan without this Agreement.

**7. Actions by Mortgage Lender; Fixture Lender's Waivers.** Mortgage Lender, without the consent of or notice to Fixture Lender, may release any or all parties liable for any obligation secured by the Mortgage Loan Documents, and release any or all security for the obligations secured by the Mortgage, all without affecting the subordination of the Fixture Filing. Fixture Lender waives any right to require marshaling of assets or to require Mortgage Lender to proceed against or exhaust any specific security for the obligations secured by the Mortgage, and waives any defense arising out of the loss or impairment of any right of subrogation to the lien of the Mortgage. With the exception of modifications prohibited by Section 5 above, Mortgage Lender and Owner may freely enter into extensions, modifications and renewals of the Mortgage Loan Documents without notice to or consent of the Fixture Lender and no such modification, extension or renewal shall defeat the subordination made in this Agreement in whole or in part.

**9. Entire Agreement.** This Agreement shall be the whole and only agreement between the parties hereto with regard to the subordination granted herein and shall supersede and cancel any prior agreements as to such subordination.

**10. Successors and Assigns.** The heirs, administrators, assigns and successors in interest of the parties hereto shall be bound by this agreement.

**Notices.** All notices, demands or other communications to be given or sent pursuant to this agreement shall be delivered personally or by reputable overnight courier service, and shall be deemed given when actually received or rejected by the intended recipient.

If to Fixture Lender: 1<sup>st</sup> Security Bank of Washington  
6920 220<sup>th</sup> Street SW  
Mountlake Terrace, WA 98043  
Attention: Loan Servicing

If to Mortgage Lender: American Equity Mortgage ISAOA/ATIMA  
11933 Westline Industrial Dr  
St. Louis, MO 63146

If to Owner: David and Carolyn Heller  
1324 E Gilkey Rd  
Burlington, WA 98233

Any party may change the address to which notices are to be sent to it by written notice to the other parties in the manner aforesaid.

**12. Governing Law; Attorneys Fees.** This Agreement shall be governed by and construed in accordance with the laws of the State where the Property is located. The prevailing party shall be entitled to its reasonable attorneys fees and all other costs and expenses in any action to enforce or interpret this Agreement.

DATED as of the 20th day of May, 2015.

**FIXTURE  
LENDER:**

**1ST SECURITY BANK OF  
WASHINGTON**

By: 

Name: Cassie Rice

Title: Credit Analyst

**OWNER:**

X \_\_\_\_\_

X \_\_\_\_\_

If to Fixture Lender: 1<sup>st</sup> Security Bank of Washington  
6920 220<sup>th</sup> Street SW  
Mountlake Terrace, WA 98043  
Attention: Loan Servicing

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DATED as of the 20<sup>th</sup> day of May, 2015.

**FIXTURE  
LENDER:**

**1ST SECURITY BANK OF  
WASHINGTON**

By: 

Name: Cassie Rice

Title: Credit Analyst

**OWNER:**

X 

X 

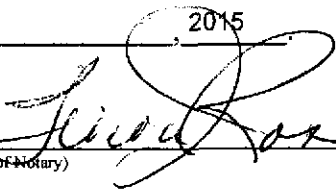
STATE OF Washington

ss.

COUNTY OF Snohomish

I certify that I know or have satisfactory evidence that Cassie Rice is the person who appeared before me, and said person acknowledged that said person signed this instrument, on oath stated that said person was authorized to execute the instrument and acknowledged it as the Credit Analyst of 1ST SECURITY BANK OF WASHINGTON to be the free and voluntary act of such entity for the uses and purposes mentioned in the instrument.

DATED this 20th day of May, 2015

  
(Signature of Notary)

Tricia J. Rose

(Legibly Print or Stamp Name of Notary)

Notary public in and for the State of Washington,  
residing at Snohomish County

My appointment expires November 4th, 2015

**Notary Public  
State of Washington  
TRICIA J ROSE  
My Appointment Expires Nov 4, 2015**

STATE OF Washington |  
COUNTY OF Skagit | SS.

I certify that I know or have satisfactory evidence that Carolyn Heller is the person who appeared before me, and said person acknowledged that said individual signed this instrument and acknowledged to be his or her free and voluntary act and deed for the uses and purposes mentioned in the instrument.

DATED this 23 day of May, 2019.

Lourea Lynn Garka  
(Signature of Notary)

LOUREA L. GARKA  
STATE OF WASHINGTON  
NOTARY --- PUBLIC  
My Commission Expires 10-27-2018

Lourea Lynn Garka  
(Legibly Print or Stamp Name of Notary)

Notary public in and for the State of Washington,  
residing at Arlington

My appointment expires 10/27/2018

STATE OF Washington

SS.

COUNTY OF Skagit

I certify that I know or have satisfactory evidence that David Heller is the person who appeared before me, and said person acknowledged that said individual signed this instrument and acknowledged to be his or her free and voluntary act and deed for the uses and purposes mentioned in the instrument.

DATED this 23 day of May, 2015.

Loouela Lynn Garka  
(Signature of Notary)

Loouela Lynn Garka  
(Legibly Print or Stamp Name of Notary)

Notary public in and for the State of Washington,  
residing at Arington

My appointment expires 10/27/2018

LOUREA L. GARKA  
STATE OF WASHINGTON  
NOTARY --- PUBLIC  
My Commission Expires 10-27-2018

UNRECORDED INSTRUMENT DOCUMENT



**Schedule "A-1"**

**152411-0**

**DESCRIPTION:**

Lot 53, "PLAT OF COUNTRY AIRE PHASE 1," as per plat recorded in Volume 15 of Plats, pages 91 through 94, inclusive, records of Skagit County, Washington.

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