

201512040141

Skagit County Auditor

12/4/2015 Page 1 of 5 2:05PM \$77.00

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

GUARDIAN NORTHWEST TITLE CO.

110515



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): 201506190058

Additional on page _____

Grantor(s):

1. SUMMERSUN ESTATES, LLC

ZAR, LLC

Grantee(s):

1. PEOPLES BANK

Legal Description: The Plat of Summersun Estates Phase 1

Additional on page 2

Assessor's Tax Parcel ID#: 340415-2-014-0025 (P24851)

THIS SUBORDINATION OF DEED OF TRUST dated December 2, 2015, is made and executed among Zar, LLC ("Beneficiary"); Chicago Title Insurance Co. ("Trustee"); SUMMERSUN ESTATES, LLC ("Borrower"); and PEOPLES BANK ("Lender").

201512040140

DOCUMENT

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

LENDER'S RIGHTS. Lender may take or omit any and all actions with respect to Lender's Lien without affecting 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 alien, compromise, renew, extend, accelerate, or otherwise change the time for payment of other terms of the Subordination, and (C) take and hold extensions of any part of it, including increases and decreases of the rate of interest or the Subordination, and (D) release, substitute or modify Lender's interest in the property or assets of Borrower, or any other property of Lender's interest in the Subordination, as Lender in its discretion may determine, and (E) transfer this Subordination to another party.

BENEFICIARY WAIVERS. Beneficiary waivers 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 wheresover; (B) to make any presentment, protest, demand, or notice of any kind, including notice of any nonpayment of any Superior Lender's claim, or notice of any action or notice of nonaccretion on the part of Borrower, lender, any trustee, endorsee, or other guarantor in connection with the Superior Lender's claim, or in connection with the relation of new or additional indebtedness; (C) to resost for payment or to proceed directly or at once against any person, including Borrower; (D) to proceed directly or to collect any debt by Lender or any other party; (E) to give notice of the terms, time, and place of any private sale of personal property held by Lender from Borrower or to commit any act or omission of any kind, at any time, with respect to any other remedy within Lender's power; or (G) to commit any act or omission of the Uniform Commercial Code; (F) to pursue any other remedy within Lender's power.

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 representations of this Subordination; (B) this Subordination is executed at Borrower's expense 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 determining from Borrower on a continuing basis information regarding Borrower's financial condition. Beneficiary agrees to keep this Subordination secret and confidential.

(C) Lender has made no representation to Beneficiary as to the creditworthiness of Borrower; and (D) Beneficiary has established adequate means of determining from Borrower on a continuing basis information regarding Borrower's financial condition. Beneficiary agrees to keep this Subordination secret and confidential.

which might in any way affect Beneficiary's risks under this Subordination, and Beneficiary further agrees that Lender shall have no obligation to Beneficiary if information or material acquired by Lender in the course of its relationship with Beneficiary.

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 Lenders' Lien and the Superior Indebtedness, and it is agreed that Lenders' Lien shall be and remain, at all times, prior and superior to the lien of the Subordinated Deed of Trust. Beneficiary also subordinates to Lenders' Lien all other Security interests in the Real Property held by Beneficiary now existing or hereafter acquired. The Security interests in the Real Property without limitation on the type of collateral mortgage, chattel trust, factors' lien, equipment trust, conditional sale, trust receipt, lien or title pledge, charitable trust, mortgage, whether in the form of a lien, charge, mortgage, deed of trust, assignment, or otherwise or consignment intended as a security device, or any other security or lien interest whatsoever, whether created by law, contract, or otherwise.

NOW THEREFORE THE PARTIES TO THIS SUBORDINATION AGREEMENT AS FOLLOWS:

A Deed of Trust dated December 12, 2013 under recording number
As a condition to the granting of the Subordinated Deed of Trust,
and remains subject to the Subordinated Deed of Trust.

order to trust, or other legal instrument, dated December 2, 2015, from Borrower to Lender recorded in SKAGIT County, State of Washington as follows:

A promise to lend \$189,889.00, dated December 2, 2015, in principal amount of \$189,889.00.

The real property identification number is 34941-32-U-14002 (F-4201).

COUNTY, WASHINGTON
The Real Property or its address is commonly known as 3813 SUMMERSUN STREET, MOUNT VERNON, WA 98273.

LOT 20, PLAT OF SUMMERSUN ESTATES PHASE I LU-07-023", RECORDED ON NOVEMBER 17, 2015, AS
AUDITORS FILE NO. 201511170046, BEING A RE-RECORDING OF 201510150066, RECORDS OF SKAGIT

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

Deed of First Recording, June 19, 2015 under recording number 201506190088 follows:

SUPERORDINATE DEED OF TRUST. The Subordinated Indebtedness is or will be secured by the Real Property and
will be held by a deed of trust dated June 15, 2015 from SUMMERSUN ESTATES, LLC, ZAKIR H. PARPIA, PAUL J.
WOODMANSEE, LEANN M. WOODMANSEE, TIMOTHY M. WOODMANSEE, ALEXANDRA L. WOODMANSEE, JOSEPH
WOODMANSEE and KIMBERLY WOODMANSEE ("Trustee") to Chicago Title Insurance Co. ("Trustee"), in favor of

a Promissory note in the principal amount of \$500,000.00, plus interest, payable to the Real Property (the "Subordinated Indebtedness");

SUBORDINATION OF DEED OF TRUST (Continued)

Loan No: 5043829-211

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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.

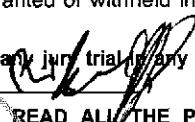
Caption Headings. Caption headings in this Subordination are for convenience purposes only and are not to be used to interpret or define the provisions of this Subordination.

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 this 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 DECEMBER 2, 2015.

BORROWER:

SUMMERSUN ESTATES, LLC

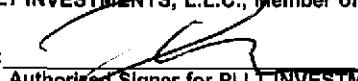
CZZZR, LLC, Member of SUMMERSUN ESTATES, LLC

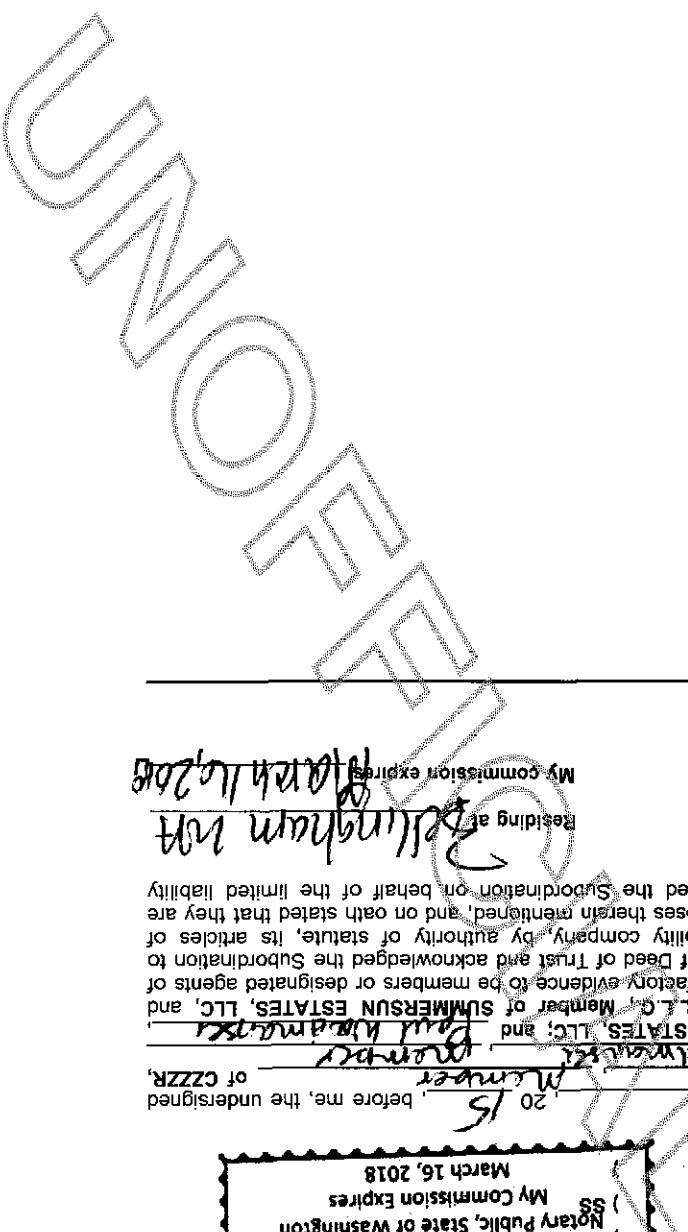
By: 
Authorized Signer for CZZZR, L.L.C.

JKW INVESTMENTS, L.L.C., Member of SUMMERSUN ESTATES, LLC

By: 
Authorized Signer for JKW INVESTMENTS, L.L.C.

PLLT INVESTMENTS, L.L.C., Member of SUMMERSUN ESTATES, LLC

By: 
Authorized Signer for PLLT INVESTMENTS, L.L.C.



LIMITED LIABILITY COMPANY ACKNOWLEDGMENT

COUNTY OF

PEOPLES BANK

LENDER:

REFERENCES

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Authorized by _____

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EFFECTIVE

SUBORDINATION OF DEED OF TRUST (Continued)

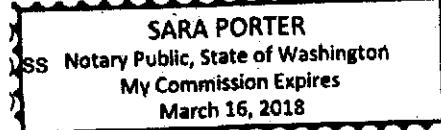
**SUBORDINATION OF DEED OF TRUST
(Continued)**

Loan No: 5043829-211

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LIMITED LIABILITY COMPANY ACKNOWLEDGMENT

STATE OF Washington
COUNTY OF Skagit



On this 2 day of December, 2015, before me, the undersigned Notary Public, personally appeared Zakir Parpia - Zari LLC

and personally known to me or proved to me on the basis of satisfactory evidence to be (a) member(s) or designated agent(s) of the limited liability company that executed the Subordination of Deed of Trust and acknowledged the Subordination to be the free and voluntary act and deed of the limited liability company, by authority of statute, its articles of organization or its operating agreement, 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 limited liability company.

By Sara Porter
Notary Public in and for the State of WA

Residing at Bellingham WA
My commission expires March 16, 2018

CORPORATE ACKNOWLEDGMENT

STATE OF _____
COUNTY OF _____

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

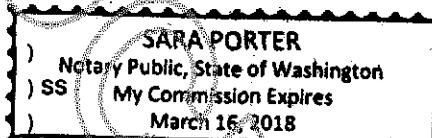
and personally known to me or proved to me on the basis of satisfactory evidence to be (an) authorized agent(s) of the corporation that executed the Subordination of Deed of Trust and acknowledged the Subordination to be the free and voluntary act and deed of the corporation, by authority of its Bylaws 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 _____
Notary Public in and for the State of _____

Residing at _____
My commission expires _____

LENDER ACKNOWLEDGMENT

STATE OF Washington
COUNTY OF Skagit



On this 2 day of December, 2015, before me, the undersigned Notary Public, personally appeared Dennis Ong and personally known to me or proved to me on the basis of satisfactory evidence to be the Vice President, 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 Sara Porter
Notary Public in and for the State of WA

Residing at Bellingham WA
My commission expires March 16, 2018