

When recorded return to:

Peoples Bank
419 Liberty Street
PO Box 233
Lynden, WA 98284



201604120062

Skagit County Auditor

\$75.00

4/12/2016 Page

1 of

3 3:17PM

GRANTOR: Michael C. Moser and Michelle K. Moser
GRANTEE: Peoples Bank
LEGAL DESCRIPTION (Abbreviated): Ptn Lots 50 and 51, Nookachamp Hills PUD, Ph. 1
ASSESSOR'S TAX PARCEL ID # 4722-000-050-0000
REFERENCE RECORDING # 201511060100

CHICAGO TITLE
620026538

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 subordinator and owner agrees as follows:

1. Peoples Bank referred to herein as "subordinator," is the owner and holder of a Deed of Trust dated October 15, 2015 in the original principal amount of \$75,000.00 which was recorded on November 6, 2015 under auditor's file No. 201511060100, records of Skagit County, Washington.

2. Peoples Bank, referred to herein as "lender," is the owner and holder of a Deed of Trust executed by Michael C. Moser and Michelle Moser in the original principal amount of \$253,650.00 dated April 6, 2016, which is to be recorded in Skagit County Washington concurrently herewith. under Auditor's File No. 201604120061

3. Michael C. Moser and Michelle Moser referred to herein as "owner," is the owner of all the real property described in the Deed of Trust identified above in Paragraph 2, whose legal description is described as follows:

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

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 mortgage and all agreements in connection therewith, the "subordinator" does hereby unconditionally subordinate the lien of his mortgage identified in Paragraph 1 above to the lien of "lender's" mortgage, identified in Paragraph 2 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 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 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 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 a mortgage or mortgages 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 "mortgage" 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 REAL PROPERTY SECURITY 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.

Dated: March 24, 2016



John Voth, SVP

STATE OF WASHINGTON

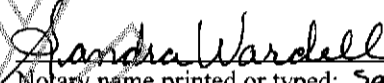
ss.

COUNTY OF *Skagit*

I certify that I know or have satisfactory evidence that *John Voth* (is/are) the person(s) who appeared before me, and said person(s) acknowledged that he/she signed this instrument and acknowledged it to be free and voluntary act for the uses and purposes mentioned in this instrument..

Dated: *3-25-16*

SANDRA WARDELL
Notary Public, State of Washington
My Commission Expires
February 21, 2018



Notary name printed or typed: *Sandra Wardell*
Notary Public in and for the State of: *WA*
Residing at: *Mount Vernon*
My appointment expires: *2-21-18*

UNRECORDED
ELECTRONIC
DOCUMENT

LEGAL DESCRIPTION

Order No.: 620026538

For APN/Parcel ID(s): P113891 / 4722-000-050-0000

Lot 50, NOOKACHAMP HILLS PLANNED UNIT DEVELOPMENT, PHASE I, according to the plat thereof recorded in Volume 17 of Plats, pages 26 through 31, records of Skagit County, Washington.

TOGETHER WITH that portion of Lot 51 in said Plat of Nookachamp Hills described as follows:

Beginning at the Northwest corner of said Lot 50;
Thence south 83°35'40" West 20.42 feet to the Southeast corner of Lot 55 in said Plat of Nookachamp Hills;
Thence South 14°04'52" East 120.20 feet tot the Southeast corner of said Lot 51;
Thence North 4°18'25" West 118.20 feet to the point of beginning;

EXCEPT that portion of said Lot 50 as described:

Beginning at the most Northerly corner of said Lot 49; thence North 25 degrees 42' 25" West, along the Easterly line of said Lot 50, a distance of 16.76 feet; thence South 45 degrees 37' 49" West 131.02 feet to the Southwesterly line of said Lot 50; thence Southeasterly along a nontangent curve concave to the Southwest whose radius point bears South 47 degrees 58' 22" West a distance of 50.00 feet through a central angle of 3 degrees 26' 17" an arc distance of 3.00 feet to the most Westerly corner of said Lot 49; thence North 51 degrees 24' 39" East along the Northwesterly line of said Lot 49 a distance of 125.97 feet to the point of the beginning.

Situated in Skagit County, Washington.