

When recorded return to:

Skagit County Auditor

\$74.00

Heritage Bank PO Box 1578 Olympia, WA 98507 5/10/2016 Page

1 of

2 9:33AM

File for Record at Request of Land Title & Escrow Escrow Number: 154138-SAE

Grantor: Heritage Bank Grantee: Heritage Bank

Subordination Agreement

Land Title and Escrow 154138- SAE

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 water agrees as follows.		
1.	Heritage Bank		
	referred to herein as "subordinator", is the owner and holder of a mortgage dated	April 18,	2016
	which is recorded in volume N/A of Mortgages, page	N/A	
	under auditor's file 201605160011, records of Skagit		County
	Heritage Bank		
2.	referred to herein as "lender", is the owner and holder of a mortgage dated April	18, 2016	
	executed by RYAY LLC		
	(which is recorded in volume N/A of Mortgages, page N	/ <u>A</u>	
	auditor's file 201605100015 records Skagit	County)	(which
	is to be recorded concurrently herewith).	_ <del>-</del>	

3. RYAY LLC

referred to herein as "owner", is the owner of all the real property described in the mortgage identified above in Paragraph 2.

- 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 CONT	AINS A PROVISION WHICH ALLOWS THE PERSON
POPULGATED ON YOUR REAL PROPERT	Y SECURITY TO ORTAIN A LOAN A PORTION OF
S RECOMMENDED THAT, PRIOR T	PURPOSES THAN IMPROVEMENT OF THE LAND. IT O THE EXECUTION OF THIS SUBORDINATION
AGREEMENT, THE PARTIES CONSULT TH	HEIR ATTORNEYS WITH RESPECT THERETO.
Dated: 1 A V /a 201/2	
	• ,
Heritage Basik	
Hold Malbal	
Robert Mellish, Vice President	
	CINDY
Dated: May 6, 2016	COMMISSION COMMISSION OF THE OFFINA SHINGTON
	SHINGTON .
STATE OF Washington County of Skagit I certify that I know or have satisfactor	} SS: ry evidence Robert Mellish
	is the person who appeared before
me, and said person acknowledged that authorized to execute the instrument and is	Vice President
of H	eritage Bank r the uses and purposes mentioned in this instrument.
Dated: 5/6/16	- Cinda XI Billed
•	Notary Public in and for the State of Washington
	Residing at MT Voun
	My appointment expires: 2-15-18