08/01/2019 03:33 PM Pages: 1 of 3 Fees: \$105.50

Skagit County Auditor, WA

When recorded return to:

Private Lending Investments, Inc. PO Box 891 Burlington, WA 98233

Land Tile and Escrow

01-173516-OE 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:

- JSL Lending, LLC
 referred to herein as "subordinator," is the owner and holder of a mortgage dated June 6, 2019
 which is recorded under auditor's file No. 201906140022, records of Skagit
 County, Washington.
- V. Ruth Smiley, trustee of the Howard P. Smiley Irrevocable Trust
 referred to herein as "lender," is the owner and holder of a mortgage dated July 31, 2019
 executed by Adam V. Anderson and Joni M. Anderson husband and wife
 which is recorded under auditor's file No. 201908010079 , records of Skagit
 County, Washington. (which is to be recorded concurrently herewith).
- Adam V. Anderson and Julie M. Anderson
 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

LPB 35-05(r) Page 1 of 3 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: July 31, 2019.

J\$J/Lending LLC

Jeffery Languess, managing member

STATE OF Washington

SS.

COUNTY OF Skagit

I certify that I know or have satisfactory evidence that Jeffery Langness, is the person (s) who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he is/ are authorized to execute the instrument, and acknowledged it as managing member of JSL Lending LLC to be the free and voluntary act for the uses and purposes therein mentioned.

SUBSCRIBED AND SWORN TO ME this $\frac{25}{2}$ day of July, 2019.

NOTARY PUBLIC

State of Washington

My commission expires: 8-7-2021