



201909130138

09/13/2019 03:24 PM Pages: 1 of 9 Fees: \$111.50  
Skagit County Auditor

201906210160

06/21/2019 04:14 PM Pages: 1 of 9 Fees: \$107.00  
Skagit County Auditor

9

RETURN RECORDED DOCUMENT TO:

AXA Equitable AgriFinance, LLC  
6300 C Street SW, MS 3B-CR  
Cedar Rapids, Iowa 52499  
Attention: Investment Officer

*Land Title and Escrow*

*01-172581-0E*

\*\*re-record to add Auditor's File Numbers\*\*

Loan No. 60719242

**GENERAL SUBORDINATION AGREEMENT**

**(Encumbrance Holder Subordinating to AXA)**

**THIS GENERAL SUBORDINATION AGREEMENT** (this "**Agreement**") made as of June 21st, 2019 by Eric R. Vander Kooy and Jason L. Vander Kooy (the "**Undersigned**") in favor of AXA Equitable Life Insurance Company ("**Lender**").

**RECITALS**

AF# 201906210158- Mortgage

A. **WHEREAS**, Dirk and Sons, LLC, Harmony Dairy, LLC, Harmony Land Company, LLC, Dirk Vander Kooy, Olga Marie Vander Kooy, Jason L. Vander Kooy, Shelby R. Vander Kooy, Eric R. Vander Kooy and Theresa Vander Kooy (the "**Borrower**") has/have applied to Lender for a loan in the amount of One Million One Hundred Thousand and No/100 Dollars (\$1,100,000.00) (the "**Loan**"), to be evidenced by a promissory note in that amount dated on or about the date hereof (the "**Note**") and secured by a mortgage, deed of trust or security deed dated on or about the date hereof (the "**Mortgage**"), encumbering the real property located in Skagit County, Washington and more particularly described in Exhibit A attached hereto (the "**Property**"). The Note, Mortgage and all other documents executed by Borrower in connection therewith are referred to herein as the "**Loan Documents**";

B. **WHEREAS**, the Undersigned is the holder of the following mortgage, lease, contract of sale, or judgment or other encumbrance ("**Encumbrance**");

Option to Purchase dated July 28th 2014 AF# 201901310013

C. **WHEREAS**, to induce Lender to make the Loan, the Undersigned has agreed with Lender to subordinate to the lien of the Mortgage all right, title and interest of the Undersigned, including the Encumbrance, in and to all or any part of the Property;

**AGREEMENT**

**NOW, THEREFORE**, in consideration of the premises and of the sum of One Dollar (\$1.00) paid by Lender to the Undersigned at or before delivery of this Agreement, the receipt of which is hereby acknowledged, the Undersigned hereby covenants and agrees with Lender as follows:

1. Subordination. The Encumbrance and any and all of the rights, options, liens and charges therein contained or created thereunder or thereby and all other right, title and interest of the Undersigned in the Property shall be and shall continue to be subject and subordinate in lien to the Loan Documents, the lien of the Mortgage, and to any extensions, renewals and modifications thereof, to the extent of said amount, whether heretofore or hereafter advanced, and to all sums which may be advanced for the payment of taxes, assessments, insurance premiums and otherwise as contemplated by the terms of the Loan Documents, together with interest as provided by the Loan Documents.
2. Amendments in Writing. This Agreement may not be changed or terminated orally and shall bind and inure to the benefit of the Lender and the Undersigned and their respective heirs, personal representatives, successors and assigns.
3. Choice of Law. This Agreement shall be governed by and construed in accordance with the laws of the state in which the Property is located, without regard to those governing conflicts of law.
4. Lender Reliance. The parties acknowledge and agree (a) that but for this Agreement, Lender would not disburse the sums evidenced by the Note; and (b) that Lender will disburse such sums in reliance upon the provisions of this Agreement.
5. Successors and Assigns. This Agreement and each and every covenant, agreement and provision hereof shall be binding upon each of the parties hereto and their respective successors and assigns, and shall inure to the benefit of each of the parties hereto and their respective successors and assigns. Notice of acceptance of this Agreement is hereby waived on behalf of all parties and their successors and assigns.

**[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK;  
SIGNATURE ON FOLLOWING PAGE(S)]**

IN WITNESS WHEREOF, the Undersigned has duly executed this Agreement as of the date and year first above written.

UNDERSIGNED:

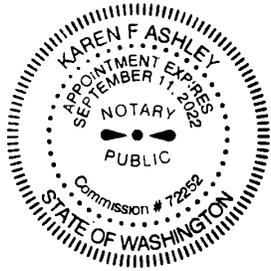
[Signature]  
Eric R. Vander Kooy

[Signature]  
Jason L. Vander Kooy

Address:  
15000 Van Felt Ln  
Mount Vernon WA  
98273

STATE OF WASHINGTON )  
COUNTY OF Snohomish ) ss.

The foregoing instrument was acknowledged before me this 21st day of June, 2019, by Eric R. Vander Kooy.



Karen Ashley  
Notary Public  
My commission expires: 9-11-2022  
Commission No.: 72252



**EXHIBIT A**  
**LEGAL DESCRIPTION**

PARCEL "A":

The East 330 feet of the East ½ of Government Lot 3, Section 10, Township 33 North, Range 3 East, W.M., EXCEPT County road and dike right of way.

Situate in the County of Skagit, State of Washington.

PARCEL "B":

The Southeast ¼ of the Southeast ¼ of Section 3, Township 33 North, Range 3 East, W.M., EXCEPT the North 10 feet thereof conveyed to Drainage Ditch No. 15 for drainage ditch, AND EXCEPT that portion lying within the boundaries of the as built and existing County road commonly known as the Beaver-Marsh Road running along the East line thereof, AND EXCEPT dike rights of way.

TOGETHER WITH the South 230 feet of the East 330 feet of the East ½ of the Southwest ¼ of the Southeast ¼ of Section 3, Township 33 North, Range 3 East, W.M.

Situate in the County of Skagit, State of Washington.

PARCEL "C":

Government Lot 4 in Section 10, Township 33 North, Range 3 East, W.M., EXCEPT that portion lying within the boundaries of the as built and existing County road commonly known as the Beaver-Marsh Road running along the East line thereof, AND EXCEPT dike rights of way.

Situate in the County of Skagit, State of Washington.

PARCEL "D":

The South 16.5 feet of the Southwest ¼ of the Southwest ¼ of Section 34, Township 34 North, Range 3 East, W.M., EXCEPT Bradshaw Road along the West line thereof. (Also shown as Parcel A of Survey recorded March 14, 2007, under Auditor's File No. 200703140049.)

Situate in the County of Skagit, State of Washington.

PARCEL "E":

The Southeast ¼ of the Southwest ¼ of Section 34, Township 34 North, Range 3 East, W.M. (Also shown as Parcel A of Survey recorded March 14, 2007, under Auditor's File No. 200703140049.)

Situate in the County of Skagit, State of Washington.

PARCEL "F":

Government Lot 3, Section 3, Township 33 North, Range 3 East, W.M.

EXCEPT from the above described Parcels a, b AND c, all ditch and dike rights of way. (Also shown as Parcel A of Survey recorded March 14, 2007, under Auditor's File No. 200703140049.)

Situate in the County of Skagit, State of Washington.

PARCEL "G":

The East  $\frac{1}{2}$  of the Southwest  $\frac{1}{4}$  of Section 16 and the North  $\frac{1}{2}$  of the Northwest  $\frac{1}{4}$  of Section 21, all in Township 34 North, Range 3 East, W.M.,

EXCEPT the West 30 feet of the Northwest  $\frac{1}{4}$  of the Northwest  $\frac{1}{4}$  of said Section 21, as conveyed to Skagit County by Deeds recorded February 2, 1904 in Volume 54 of Deeds, page 122 and recorded November 20, 1967, under Auditor's File No. 707100, records of Skagit County, Washington,

AND EXCEPT drainage ditch rights of way, if any.

Situate in the County of Skagit, State of Washington.

PARCEL "H":

A non-exclusive easement for ingress and egress, over and across the West 20 feet of the Southwest  $\frac{1}{4}$  of the Northeast  $\frac{1}{4}$  of Section 21, Township 34 North, Range 3 East, W.M., as conveyed by Deed from Joseph E. Ewing, et ux, recorded May 13, 1997, under Auditor's File No. 9705130028, records of Skagit County, Washington.

Situate in the County of Skagit, State of Washington.

PARCEL "I":

Lot 2 of Skagit County Short Plat No. 93-077, approved November 3, 1993 and recorded November 4, 1993, in Volume 11 of Short Plats, pages 9 and 10, under Auditor's File No. 9311040064, records of Skagit County, Washington; being a portion of Government Lots 1 and 2, Section 3, Township 33 North, Range 3 East, W.M., and the Southeast  $\frac{1}{4}$  of Section 34, Township 34 North, Range 3 East, W.M.

Situate in the County of Skagit, State of Washington.

PARCEL "J":

Government Lot 8 in Section 2, Township 33 North, Range 3 East, W.M. and Government Lot 1 in Section 11, Township 33 North, Range 3 East, W.M.,

EXCEPT Dike District No. 1 as condemned by decree entered in Skagit County Superior Court Cause No. 3049.

ALSO EXCEPT a tract of land in Government Lot 1 of Section 11, Township 33 North, Range 3 East, W.M., and in Government Lot 8 of Section 2, Township 33 North, Range 3 East, W.M., described as follows:

Beginning at a point on the West line of said Lot 1 of Section 11, 362.82 feet South of the Northwest corner thereof; (the West line of said Section 11 bears South 02°06' West);  
thence North 85°23'20" East 355.72 feet to the P.C. of an 03° curve to the left;  
thence along said 03° curve to the left a distance of 240.35 feet;  
thence North 66°09'70" East a distance of 261.41 feet to the P.C. of a 07°30' curve to the left;  
thence along said 07°30' curve to the left a distance of 242.50 feet to an intersection with the North line of said Section 11;  
thence continuing along said 07°30' curve to the left in said Section 2, a distance of 560.95 feet to the P.T. of said curve and an intersection with the existing dike of Diking District No. 1;  
thence South and Southwesterly along the existing dike to the West line of said Lot 1 of Section 11;  
thence North along the West line of said Lot 1 to the point of beginning.

ALSO EXCEPT the West 30 feet of the South 272 feet to the North 390 feet of Government Lot 1, Section 11, Township 33 North, Range 3 East, W.M., as conveyed to Skagit County for road purposes by Deed recorded November 18, 1974, under Auditor's File No. 810184, records of Skagit County, Washington.

ALSO EXCEPT Tract A, Short Plat No. 59-74, as approved November 19, 1974, recorded in Volume 1 of Short Plats, page 7, under Auditor's File No. 810207, records of Skagit County, Washington; being a portion of Government Lot 1 in Section 11, Township 33 North, Range 3 East, W.M.

Situate in the County of Skagit, State of Washington.

PARCEL "K"

The Northeast  $\frac{1}{4}$  of the Southeast  $\frac{1}{4}$  of Section 3, Township 33 North, Range 3 East, W.M.

Situate in the County of Skagit, State of Washington.

PARCEL "L":

The Southeast  $\frac{1}{4}$  of the Northwest  $\frac{1}{4}$  Section 16, Township 34 North, Range 3 East, W.M.;

EXCEPT all ditch and dike rights of way,

Situate in the County of Skagit, State of Washington.

PARCEL "M":

The Southwest  $\frac{1}{4}$  of the Northeast  $\frac{1}{4}$  of Section 16, Township 34 North, Range 3 East, W.M.;

EXCEPT all ditch and dike rights of way,

Situate in the County of Skagit, State of Washington.

PARCEL "N":

That portion of the Northeast  $\frac{1}{4}$  of the Northwest  $\frac{1}{4}$  of Section 16, Township 34 North, Range 3 East, W.M., described as follows:

Beginning at the Southwest corner of said subdivision;  
thence North along the West line thereof 150 feet, more or less, to the center of Higgens Slough;  
thence Southeasterly along the center of Higgens Slough to the South line of said Northeast  $\frac{1}{4}$  of the Northwest  $\frac{1}{4}$ ;  
thence West along said South line 165 feet, more or less, to the point of beginning,

EXCEPT that portion, if any, lying within the boundaries of the following described tract:

The West 20 feet of the Northeast  $\frac{1}{4}$  of the Northwest  $\frac{1}{4}$  of said Section 16, EXCEPT the South 150 feet thereof,

AND ALSO EXCEPT all ditch and dike rights of way, if any;

Situate in the County of Skagit, State of Washington.

PARCEL "O":

The West 10 feet of the Northwest  $\frac{1}{4}$  of the Northeast  $\frac{1}{4}$  and the East 10 feet of the Northeast  $\frac{1}{4}$  of the Northwest  $\frac{1}{4}$ , lying South of the road, Section 16, Township 34 North, Range 3 East, W.M.;

AND ALSO EXCEPT all ditch and dike rights of way, if any;

Situate in the County of Skagit, State of Washington.