

Document Prepared By:
Third Federal Savings and Loan

WHEN RECORDED, MAIL TO:
THIRD FEDERAL SAVINGS & LOAN
7007 BROADWAY AVENUE
CLEVELAND, OHIO 44105

SPACE ABOVE THIS LINE FOR RECORDER'S USE

GNW 20-6209

Assessor's Parcel Number **P121876**

ABBREVIATED LEGAL: LT 3, AMENDMENT TO RED TAIL FLATS, PL05-0361, AFN 200604250069,
AMENDMENT TO PLAT PL03-0016 RED TAIL FLATS, AFN 200408090156

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.

THIS AGREEMENT, made this 26th day of AUGUST 2020 by JENNIFER K BENSON AND RONALD KLLOGJERI, MARRIED TO EACH OTHER, owner of the land hereinafter described and hereinafter referred to as "Owner", and THIRD FEDERAL SAVINGS AND LOAN ASSOCIATION OF CLEVELAND, present owner and holder of the Deed of Trust and Note first hereinafter described and hereinafter referred to as "Beneficiary";

WITNESSETH

THAT WHEREAS, a Deed of Trust and Note was executed on 04-03-2020 by:

JENNIFER K BENSON AND RONALD KLLOGJERI
15100 HAWK LANE
BURLINGTON WA 98233
COUNTY OF: SKAGIT

In favor of:

**THIRD FEDERAL SAVINGS AND LOAN
ASSOCIATION OF CLEVELAND,**

Trustee: CHICAGO TITLE INSURANCE COMPANY, A NEBRASKA CORPORATION

In the amount of \$150,000.00

Recorded 04-10-2020 as Document #202004100095

Official Records of said county,

Covering: THE PROPERTY BEING DESCRIBED SITUATED IN SKAGIT COUNTY, STATE OF
WASHINGTON:

LOT 3, AMENDMENT TO RED TAIL FLATS, PL05-0361, APPROVED APRIL 24, 2006 AND RECORDED
APRIL 25, 2006, UNDER AUDITOR'S FILE NO. 200604250069, AN AMENDMENT TO THAT CERTAIN
PLAT NO. PL03-0016 RED TAIL FLATS, APPROVED AND RECORDED AUGUST 9, 2004, UNDER
AUDITOR'S FILE NO. 200408090156, RECORDS OF SKAGIT COUNTY, WASHINGTON. SITUATE IN THE
COUNTY OF SKAGIT, STATE OF WASHINGTON.

WHEREAS, Owner has executed, or is about to execute, a Deed of Trust and Note in favor of:

PEOPLES BANK

hereinafter referred to as "Lender,"

in the sum not to exceed **\$365,000.00**

payable with interest and upon the terms and conditions described therein,

which Deed of Trust is to be recorded concurrently herewith; and DT AF# 202009140054

WHEREAS, it is a condition precedent to obtaining said loan that said Deed of Trust last above mentioned shall
unconditionally be and remain at all times a lien or charge upon the land hereinbefore described, prior and superior
to the lien or charge of the Deed of Trust first above mentioned; and

(Continuation of Subordination Agreement between JENNIFER K BENSON AND RONALD KLLOGJERI and THIRD FEDERAL SAVINGS AND LOAN ASSOCIATION OF CLEVELAND)

WHEREAS, Lender is willing to make said loan provided the Deed of Trust securing the same is a lien or charge upon the above described property prior and superior to the lien or charge of the Deed of Trust first above mentioned and provided that Beneficiary will specifically and unconditionally subordinate the lien or charge of the Deed of Trust first above mentioned to the lien or charge of the Deed of Trust in favor of Lender; and

WHEREAS, it is to the mutual benefit of the parties hereto that Lender make such loan to Owner; and Beneficiary is willing that the Deed of Trust securing the same shall, when recorded, constitute a lien or charge upon said land which is unconditionally prior and superior to the lien or charge of the Deed of Trust first above mentioned.

NOW, THEREFORE, in consideration of the mutual benefits accruing to the parties hereto and other valuable consideration, the receipt and sufficiency of which consideration is hereby acknowledged, and in order to induce Lender to make the loan above referred to, it is hereby declared, understood and agreed as follows:

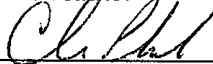
- (1) That said Deed of Trust securing said Note in favor of Lender, and any renewals or extensions thereof, shall unconditionally be and remain at all times a lien or charge on the property therein described, prior and superior to the lien or charge of the Deed of Trust first above mentioned.
- (2) That Lender would not make its loan above described without this subordination agreement.
- (3) That this agreement shall be the whole and only agreement with regard to the subordination of the lien or charge of the Deed of Trust first above mentioned to the lien or charge of the Deed of Trust in favor of Lender above referred to and shall supersede and cancel, but only insofar as would affect the priority between the Deeds of Trust hereinbefore specifically described, any prior agreement as to such subordination including, but not limited to, those provisions, if any, contained in the Deed of Trust first above mentioned, which provide for the subordination of the lien or charge thereof to another deed or Deeds of Trust or to another mortgage or mortgages.

Beneficiary declares, agrees and acknowledges that

- (a) He consents to and approves (i) all provisions of the Note and Deed of Trust in favor of Lender above referred to, and (ii) all agreements, including but not limited to any loan or escrow agreements, between Owner and Lender for the disbursement of the proceeds of Lender's loan;
- (b) Lender in making disbursements pursuant to any such agreement is under no obligation or duty to, nor has Lender represented that it will, see to the application of such proceeds by the person or persons to whom Lender disburses such proceeds and any application or use of such proceeds for purposes other than those provided for in such agreement or agreements shall not defeat the subordination herein made in whole or in part;
- (c) He intentionally and unconditionally waives, relinquishes and subordinates the lien or charge of the Deed of Trust first above mentioned in favor of the lien or charge upon said land of the Deed of Trust in favor of Lender above referred to and understands that in reliance upon, and in consideration of, this waiver, relinquishment and subordination specific loans and advances are being and will be made and, as part and parcel thereof, specific monetary and other obligations are being and will be entered into which would not be made or entered into but for said reliance upon this waiver, relinquishment and subordination; and
- (d) An endorsement has been placed upon the Note secured by the Deed of Trust first above mentioned that said Deed of Trust has by this instrument been subordinated to the lien or charge of the Deed of Trust in favor of Lender above referred to.

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.

BENEFICIARY:


 CHRIS PHILION
 OFFICER
 THIRD FEDERAL SAVINGS AND LOAN
 ASSOCIATION OF CLEVELAND

(Continuation of Subordination Agreement between JENNIFER K BENSON AND RONALD KLLOGJERI
and THIRD FEDERAL SAVINGS AND LOAN ASSOCIATION OF CLEVELAND)

No Oath or Affirmation was administered to the signer with regard to the notarial act.

State of Ohio }
County of Cuyahoga }

Before me, a Notary Public in and for said County, personally appeared Chris Philion, known to me to be an Officer of Third Federal Savings and Loan Association of Cleveland, and acknowledged that he did sign the foregoing instrument, and that the same is his free act and deed, this 26TH day AUGUST, 2020.



WILSON NETTLES III
Notary Public, STATE OF OHIO
My Commission Expires
SEPT. 29, 2021

WITNESS my hand and official seal,

Wilson Nettles III
Signature of Notary Public
My commission expires: 9/29/21

OWNER:

Jennifer K Benson
JENNIFER K BENSON

Ronald Kllogjeri
RONALD KLLOGJERI

IT IS RECOMMENDED THAT: PRIOR TO THE EXECUTION OF THIS SUBORDINATION AGREEMENT, THE PARTIES CONSULT WITH THEIR ATTORNEYS WITH RESPECT THERETO.

ACKNOWLEDGMENT:

STATE OF WA, COUNTY OF Skagit, ss.

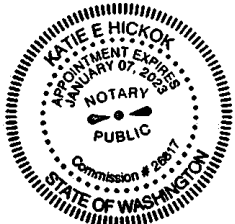
I certify that I know or have satisfactory evidence that Jennifer K. Benson
and Ronald Kllogjeri

Is/are the individual(s) who appeared before me, and said individual(s) acknowledge that she/he/they signed this instrument and acknowledged it to be a free and voluntary act for the purposes mentioned in this instrument.

Dated: 9-8-2020

My appointment expires: 1-7-23

(Seal)



Katie E Hickok
(Notary Public in and for the State of
Washington, residing at)

M. Vernon

PREPARED BY:

Third Federal Savings and Loan
7007 Broadway Ave
Cleveland Ohio 44105

WHEN RECORDED MAIL TO:

Third Federal Savings and Loan
7007 Broadway Avenue
Cleveland, OH 44105

REQUEST FOR COPY OF NOTICE OF DEFAULT

In accordance with WASHINGTON CIVIL CODE RCW 61.24.040(1)(f) request is hereby made that a copy of any Notice of Sale under the following Deed of Trust recorded in official records of SKAGIT, County Washington: Parcel Number: P121876 :

Recorded on: _____, Auditor's File No. : _____, Book _____, Page _____,

Executed by: JENNIFER K BENSON AND RONALD KLOGJERI, MARRIED TO EACH OTHER, as Trustor

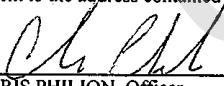
PEOPLES BANK, as Beneficiary
GUARDIAN NORTHWEST TITLE & ESCRW COMPANY, as Trustee

Be mailed to:

Third Federal Savings and Loan Association of Cleveland
7007 Broadway Avenue
Cleveland, OH 44105

NOTICE: A copy of any Notice of Sale will be sent to the address contained in this recorded request. If your address changes, a new request must be recorded.

Dated: 08-26-2020


CHRIS PHILION, Officer
Third Federal Savings
7007 Broadway Ave
Cleveland Ohio 44105

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the trustfulness, accuracy, or validity of that document.

No Oath or Affirmation was administered to the signer with regard to the notarial act.

State of Ohio }
County of Cuyahoga }

Before me, a Notary Public in and for said County, personally appeared CHRIS PHILION, known to me to be an Officer of Third Federal Savings and Loan Association of Cleveland, and acknowledged that he did sign the foregoing instrument, and that the same is his free act and deed, this 26th day AUGUST 2020.

WITNESS my hand and official seal.


My commission expires: 9/29/21



WILSON NETTLES III
Notary Public, STATE OF OHIO
My Commission Expires
SEPT. 29, 2021