AFTER RECORDING MAIL TO:

Columbia Bank

26563 Lindvog Road NE

Kingston, WA 98346

Filed for Record at Request of: Columbia Bank

Land Title and Escrow

01-177363-5

## 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 owners agree as follows:

- 1. <u>Columbia State Bank</u> referred to herein as "subordinator," is the owner and holder of a Loan dated <u>June 11</u>, 2018 in the amount of \$214,100.00 which is recorded under auditor's file No. **2030**6270027 records of <u>Skagit</u> County.
- 2. Columbia State Bank referred to herein as "lender" is the owner and holder of a mortgage dated 912512020 executed by David A. Kas and Arnold Kas which is recorded in volume of Mortgages, page under auditor's file No.

202009 30 0138, records of Skagit County) (which is to be recorded concurrently herewith)

- 3. <u>David A. Kas</u> referred to herein as the "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 "owners," 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 line of "lender's" mortgage, identified in Paragraph 2 above, and all advances or charges made or accruing there under, 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.

Executed this 814 day of September 2020

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 HAS/HER/THEIR ATTORNEYS WITH RESPECT THERETO. STATE OF \_\_\_ Washington COUNTY OF Skagnt (is/are) the person(s) who appeared before me, and said person(s) acknowledged that (he/she/they) signed this instrument, on oath states that (he/she/they) (is/are) authorized to execute the instrument and acknowledged it as the Vice President of to be the free and voluntary act of such party(ies) for the uses and purposes mentioned in this instrument. Dated: 9.8.7070 Notary Public in and for the state of WA My appointment expires: 1-19-11 ANIE WALL OF WASHIN OF WASHING

Title Order No.: 01-177363-S

## **EXHIBIT A**

Lot 11, Block C, "MAP OF LACONNER, WHATCOM COUNTY, WASHN. TERRY., 1872," as per plat recorded in Volume 2 of Plats, page 49, records of Skagit County, Washington.

Situate in the Town of La Conner, County of Skagit, State of Washington.

END OF EXHIBIT A