When recorded return to: SaviBank 208 East Blackburn Suite 200 Mount Vernon, WA 98273

Filed for record at the request of:



1835 Barkley Boulevard, Suite 105 Bellingham, WA 98226

Escrow No.: 245434868

CHICAGO TITLE CO.

## 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 instruments.

The undersigned subordinator and owner agrees as follows:

- SaviBank referred to herein as "subordinator", is the owner and holder of a mortgage dated January 4, 2019 which is recorded under 201901090011, records of Skagit County, Washington.
- 2. Umpqua Bank referred to herein as "lender", is the owner and holder of a mortgage dated careful executed by Michael McIver and Amy Boettcher which is recorded under 1202 101140240 records of Skagit County, Washington. (which is to be recorded concurrently herewith).3. Michael Alexander McIver and Amy Johanna Boettcher 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.
- It is understood by the parties hereto that "lender" would not make the loan secured by the mortgage in Paragraph 2 without this agreement.

Subordination Agreement - Existing Loan (LPB 35) Letter WA00000943.doc / Updated: 08.26.16

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## SUBORDINATION AGREEMENT

(continued)

- 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.
- 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.

This subordination agreement contains a provision which allows the person obligated on NOTICE: 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.

SaviBank

State of Washington

County of Stac

Dated: December 9, 2020

I certify that I know or have satisfactory evidence that Neanette Laugh! person(s) who appeared before me, and said person acknowledged that (he/she/they) signed this instrument, on oath stated that (he/she/they) was authorized to execute the instrument and acknowledged it as the Air Consume Londing Manager of SaviBank to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Name: Traker Notary Public in and for the State of Washington

Residing at: Sedro Woolked

My appointment expires: \_[a]14

Subordination Agreement By 1826.16

Subordination Agreement By 1848 26.16

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# **EXHIBIT "A"**

245434868LR/620045548 Order No.:

For APN/Parcel ID(s): P50897 / 360507-0-008-0008, P49250 / 360413-1-001-0105, P50905 /

360507-0-011-0003, P50955 / 360518-0-001-0101 and P50988 /

360518-2-001-0008

#### PARCEL A:

THAT PORTION OF GOVERNMENT LOT 4 LYING EAST OF THE EAST RIGHT OF WAY LINE OF STATE ROAD AND THAT PORTION OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER LYING WESTERLY OF THE WESTERLY LINE OF THE BURLINGTON NORTHERN RAILWAY RIGHT OF WAY, ALL IN SECTION 7, TOWNSHIP 36 NORTH, RANGE 5 EAST OF THE WILLAMETTE MERIDIAN;

EXCEPT THAT PORTION LYING NORTHERLY AND EASTERLY OF THE FOLLOWING DESCRIBED LINE:

BEGINNING AT THE INTERSECTION OF THE WESTERLY LINE OF SAID RAILROAD RIGHT OF WAY AND THE CENTER LINE OF MILL CREEK;

THENCE NORTHWESTERLY ALONG THE CENTER LINE OF SAID CREEK TO THE EASTERLY LINE

OF THE SAMISH RIVER;

THENCE NORTHERLY ALONG THE EASTERLY LINE OF SAID RIVER, A DISTANCE OF 200 FEET; THENCE NORTHWESTERLY TO A POINT ON THE EASTERLY LINE OF THE STATE ROAD WHICH LIES 400 FEET SOUTHWESTERLY OF THE NORTH LINE OF GOVERNMENT LOT 4 OF SAID SECTION 7, WHEN MEASURED ALONG THE EASTERLY LINE OF SAID ROAD, SAID POINT BEING THE TERMINUS OF THIS LINE DESCRIPTION.

## PARCEL B:

GOVERNMENT LOT 1 AND THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 18, TOWNSHIP 36 NORTH, RANGE 5 EAST OF THE WILLAMETTE MERIDIAN;

EXCEPT THAT PORTION LYING EAST OF THE RIGHT OF WAY OF THE NORTHERN PACIFIC RAILWAY COMPANY AS DESCRIBED IN INSTRUMENT RECORDED VOLUME 92 OF DEEDS, PAGE 242, UNDER AUDITOR'S FILE NO. 97075, RECORDS OF SKAGIT COUNTY, WASHINGTON;

AND EXCEPT THAT PORTION THEREOF LYING WEST OF THE WEST LINE OF SAID NORTHERN PACIFIC RAILWAY COMPANY RIGHT OF WAY AND SOUTH OF THE FOLLOWING DESCRIBED LINE:

BEGINNING AT THE NORTHWEST CORNER OF SECTION 18, TOWNSHIP 36 NORTH, RANGE 5 EAST OF THE WILLAMETTE MERIDIAN;

THENCE SOUTH 19°20'44" WEST, A DISTANCE OF 765.42 FEET TO A POINT ON THE EAST LINE OF SECONDARY STATE HIGHWAY 1A AND THE TRUE POINT OF BEGINNING OF THIS LINE

THENCE SOUTH 74°32'46" EAST, A DISTANCE OF 1,129.59 FEET, MORE OR LESS, TO THE WEST LINE OF SAID NORTHERN PACIFIC RAILWAY COMPANY RIGHT OF WAY AND THE TERMINUS OF THIS LINE DESCRIPTION;

#### **EXHIBIT "A"**

Order No.: 245434868LR/620045548

For APN/Parcel ID(s): P50897 / 360507-0-008-0008, P49250 / 360413-1-001-0105, P50905 /

360507-0-011-0003, P50955 / 360518-0-001-0101 and P50988 /

360518-2-001-0008

AND ALSO EXCEPT ROAD.

PARCEL C:

THE EAST HALF OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 13, TOWNSHIP 36 NORTH, RANGE 4 EAST OF THE WILLAMETTE MERIDIAN;

EXCEPT THAT PORTION THEREOF CONVEYED TO SKAGIT COUNTY FOR ROAD PURPOSES BY DEED RECORDED UNDER AUDITOR'S FILE NO. 177637, RECORDS OF SKAGIT COUNTY, WASHINGTON:

AND EXCEPT THE FOLLOWING TRACTS 1 AND 2:

THAT PORTION OF THE EAST HALF OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 13, LYING WEST OF THE EAST RIGHT OF WAY LINE OF SECONDARY STATE HIGHWAY NO. 1-A.

THAT PORTION OF THE EAST HALF OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 18, LYING EASTERLY OF THE EAST RIGHT OF WAY LINE OF SECONDARY STATE HIGHWAY NO. 1-A AND SOUTH OF THE FOLLOWING DESCRIBED LINE:

BEGINNING AT THE NORTHWEST CORNER OF SECTION 18, TOWNSHIP 36 NORTH, RANGE 5 EAST OF THE WILLAMETTE MERIDIAN;

THENCE SOUTH 19°20'44" WEST, A DISTANCE OF 765.42 FEET, TO A POINT ON THE EAST LINE OF SECONDARY STATE HIGHWAY 1-A AND THE TRUE POINT OF BEGINNING OF THIS LINE DESCRIPTION;

THENCE SOUTH 74\*32'46" EAST, A DISTANCE OF 1,129.59 FEET, MORE OR LESS, TO THE WEST LINE OF THE NORTHERN PACIFIC RAILROAD RIGHT OF WAY AND THE TERMINUS OF THIS LINE DESCRIPTION.

SITUATE IN THE COUNTY OF SKAGIT, STATE OF WASHINGTON.