



202101280095

01/28/2021 12:21 PM Pages: 1 of 4 Fees: \$106.50  
Skagit County Auditor

Return Address  
Northwest Business Development Assoc.  
9019 E. Appleway Blvd., Suite 200  
Spokane Valley, WA 99212

**Land Title and Escrow**

01-182982-0

SUBORDINATION AGREEMENT

Reference #: 202012300140 202101280089 Additional \_\_\_\_\_  
Grantor: WOODSDALE, LLC,  
a Washington limited liability company  
Additional on page \_\_\_\_\_  
Grantee: NORTHWEST BUSINESS DEVELOPMENT ASSOCIATION

Legal description:

Lot 1 of Binding Site Plan No. PL03-0071, recorded May 7, 2003, under Auditor's File No. 200305070015, records of Skagit County, Washington, and being a portion of the Southeast  $\frac{1}{4}$  of the Southwest  $\frac{1}{4}$  of Section 29, Township 34 North, Range 4 East, W.M.

TOGETHER WITH that portion of Tract A of Binding Site Plan No. PL03-0071, recorded May 7, 2003, under Auditor's File No. 200305070015, records of Skagit County, Washington, and being a portion of the Southeast  $\frac{1}{4}$  of the Southwest  $\frac{1}{4}$  of Section 29, Township 34 North, Range 4 East, W.M., lying West of the East line of Lot 1 of said Binding Site Plan, extended South to the South line of said Tract A.

Situate in the County of Skagit, State of Washington.

Assessor's Tax Parcel Number: 8043-000-001-0000/ P120397

This agreement is entered into between WOODSDALE, LLC, a Washington limited liability company (hereinafter referred to as "Lender") and the Northwest Business Development Association (hereinafter referred to as "NWBDA") this 22nd day of January, 2021.

WHEREAS, LENDER is the owner and holder of the following document executed by DESMARAIS INVESTMENTS, LLC, a Washington limited liability company (hereinafter referred to as Borrower):

Deed of Trust dated December 30, 2020, and recorded under Skagit County Auditor's File No. 202012300140 on December 30, 2020, records of Skagit County, Washington.

WHEREAS, NWBDA is about to make a Loan to the Borrower in the principal amount of \$926,000.00. Said Loan is or will be secured by a Deed of Trust on the real property encumbered by the Lender's Deed of Trust recorded with the Skagit County Auditor's Office under Recording No. 202012300140. The NWBDA has declined to make the Loan to the Borrower without Lender first subordinating its Deed of Trust described above to the Deed of Trust held by the NWBDA and filed with the Skagit County Auditor's office under Recording No. 202101280089 as security for said Loan.

NOW THEREFORE, in consideration of the foregoing premises, it is agreed as follows:

1. Subordination. Lender hereby subordinates the lien of its Deed of Trust described above to the NWBDA's Deed of Trust filed with the Skagit County Auditor's Office under recording No. 202101280089. This subordination is limited to the \$926,000.00 face amount of the promissory note executed by borrower with respect to Loan No. 9465938206 as of the date of the note, and thereafter to the declining principal balance, the interest rate as stated therein, the payment of any taxes, assessments, attorney's fees, insurance, interest and any other advances reasonably necessary to protect the property or any collateral securing the loan; the NWBDA's security interest(s) or the priority of the lien, and any extension of said Loan.

2. Effect on Lender Deed of Trust. All other terms and conditions of the Lender's Deed of Trust shall remain in full force and effect.

3. Notification of Default. Lender agrees to furnish NWBDA, or its successors in interest, (1) written notice of default by Borrower under the terms and conditions of its loan with Borrower within (30) days of the date of said default, default shall mean delinquency of more than 30 days, and (2) in addition to any lawfully required notice, written notice of any foreclosure sale sixty (60) days prior to the date of said sale. NWBDA's address for notice purposes shall be as follows:

Northwest Business Development Association  
9019 E. Appleway Blvd., Suite 200  
Spokane, WA 99212


Or such other address as NWBDA shall provide to Lender.

4. Merger. This agreement shall be the sole agreement between the parties hereto with regard to the subordination of the lien of the Deed of Trust first above mentioned to the lien of the Deed of Trust in favor of NWBDA referred to herein and shall supercede and cancel any prior agreements to the same.

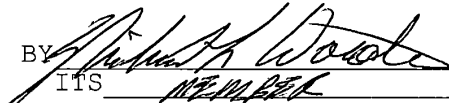
5. Binding Effect. This agreement shall be binding upon and inure to the benefit of the parties hereto and his respective heirs, successors and assigns.

6. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall continue one and the same instrument.

NORTHWEST BUSINESS DEVELOPMENT ASSOCIATION

  
~~DONALD J. MARION, President~~  
COLLEEN RUGGLES, Vice President

WOODSDALE, LLC,  
a Washington limited liability company

BY   
ITS MEMBER

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Colleen Ruggles, Vice President

Given under my hand and official seal this 27th day of January, 2021.

**MISTY K HOXIE**  
**NOTARY PUBLIC #152064**  
**STATE OF WASHINGTON**  
**COMMISSION EXPIRES**  
**FEBRUARY 19, 2023**

SS

Given under my hand and official seal this 22<sup>nd</sup> day of January, 2021.

**SHAUNNA WADE**  
**NOTARY PUBLIC** for the  
State of Montana  
Residing at Kalispell, Montana  
My Commission Expires  
June 26, 2023