202110150087

10/15/2021 12:26 PM Pages: 1 of 6 Fees: \$208.50

Skagit County Auditor, WA

RECORDING REQUESTED BY:

Fidelity National Title Insurance Company

Escrow Order No.: FFDE221-2116703

When Recorded Mail Document To:

SaviBank

Attn: Loan Operations 208 East Blackburn, Ste 200 Mount Vernon, WA 98273 203 Ball Street Sedro Woolley, WA 98284

APN/Parcel ID(s): P127679 SPACE ABOVE THIS LINE FOR RECORDER'S USE

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 OCIOBRA ON BY James A. Pryor

owner of the land hereinafter described and hereinafter referred to as "Owner," and SaviBank

present owner and holder of the deed of trust and note first hereinafter described and hereinafter referred to as "Beneficiary";

WITNESSETH

THAT WHEREAS, James A. Pryor, did execute a deed of trust, dated November 24, 2020, to Land Title Company, as trustee, covering:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

to secure a note in the sum of Two Hundred Fifty Thousand And No/100 Dollars (\$250,000.00), dated November 24, 2020, in favor of SaviBank, which deed of trust was recorded on November 30, 2020, as Instrument 202011300202, Official Records of said county; and

WHEREAS, Owner has executed, or is about to execute, a deed of trust and note in the sum of Nine Hundred Eighty-Three Thousand And No/100 Dollars (\$983,000.00) dated Ctobic 8Hh, ZOZ) in favor of Seattle Metropolitan Credit Union, hereinafter referred to as "Lender," payable with interest and upon the terms and conditions described therein, which deed of trust is to be recorded concurrently herewith; and 202110150063

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

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.

(continued)

APN/Parcel ID(s): P127679

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:

- 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 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, 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:

- 1. 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;
- 2. 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;
- 3. 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
- 4. 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.

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

(continued)

APN/Parcel ID(s): P127679

IN WITNESS WHEREOF, the undersigned have executed this document on the date(s) set forth below.

BENEFICIARY:

Signature

By: Brint Name

Its: Print Title

OWNER(S):

James A. Pryor

(ALL SIGNATURES MUST BE ACKNOWLEDGED)

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 truthfulness, accuracy, or validity of that document.

State of <u>UASHINGTON</u>		
County of SKAGIT		
on September 30, 2021 before me, _	(here insert name and title of the officer)	, Notary Public
personally appeared BRENDEN TONES	V.P. Branch Manager	
who proved to me on the basis of satisfactory evidence within instrument and acknowledged to me that he she and that by his her/their signature(s) on the instrument acted, executed the instrument.	ice to be the person(s) whose name(s) is/are //they executed the same ir(his/her/their autho	rized capacity(ies)
acted, executed the mistrament.	WASHINGTON	

I certify under PENALTY OF PERJURY under the laws of the State of Galifornia that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature M Sty

Subordination Agreement A (Standard) SCA0000285,doc / Updated: 11,21,17



Printed: 09.22.21 @ 01:17 PM CA-FFDE-02620.080221-FFDE221-2116703

(continued)

APN/Parcel ID(s): P127679

BENEFICIARY:

IN WITNESS WHEREOF, the undersigned have executed this document on the date(s) set forth below.

Print Company Name

Signature

By: Print Name

Its: Print Title

OWNER(S):

(ALL SIGNATURES MUST BE ACKNOWLEDGED)

1 //

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 truthfulness, accuracy, or validity of that document.

County of SANOTON Defore me, ADDETTEM. ARP Notary Public, (here insert name and title of the officer)

personally appeared BRENDEN TONES, V.P. I Branch Manager who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

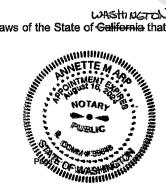
WASHINGTON

I certify under PENALTY OF PERJURY under the laws of the State of Galifornia that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Signature

Subordination Agreement A (Standard) SCA0000285.doc / Updated: 11.21.17



Printed: 09.22.21 @ 01:17 PM CA--FFDE-02620.080221-FFDE221-2116703

(continued)

APN/Parcel ID(s): P127679

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 truthfulness, accuracy, or validity of that document.

State of	Washi	nata					
County of	of <u>Skaa</u>	it					
			before me,	Kirsten P	. Bird	, Notary Publi	ic (here inse
name a	nd title of the	officer), personal	ly appeared Ja	ames A. Pryor,	who proved to	me on the basis	of satisfactor
						ent and acknowledg	
he/she/tl	hey executed	the same in his/l	er/their author	rized capacity(ie	s), and that by	his/her/their signation	ture(s) on the
instrume	ent the person	(s), or the entity up	on behalf of wh	nich the person(s	s) acted, execut	ed the instrument.	, -
	•				,		

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature

EXHIBIT "A"

Legal Description

For APN/Parcel ID(s): P127679

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE CITY OF ANACORTES, COUNTY OF SKAGIT, STATE OF WASHINGTON AND IS DESCRIBED AS FOLLOWS:

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE COUNTY OF SKAGIT, STATE OF WASHINGTON, AND IS DESCRIBED AS FOLLOWS:

LOT 9, "PLAT OF ROCK RIDGE SOUTH, PHASE 3," AS PER PLAT RECORDED ON JUNE 30, 2008, UNDER AUDITOR'S FILE NUMBER 200806300185, RECORDS OF SKAGIT COUNTY WASHINGTON.

SITUATE IN THE CITY OF ANACORTES, COUNTY OF SKAGIT, STATE OF WASHINGTON.