02/03/2022 01:37 PM Pages: 1 of 3 Fees: \$205.50

Skagit County Auditor, WA

WHEN RECORDED RETURN TO:

UMPQUA BANK – Loan Support PO BOX 2125, Spokane, WA 99210-2125 OR 707 W. Main Street, 6th Floor Spokane, WA 99201

Order No. 203986-LT

SUBORDINATION AGREEMENT

1. UMPQUA BANK, referred to herein as "subordinator", is the owner and holder of a deed of trust dated January 15, 2021 which is recorded on January 20, 2021 in the amount of \$250,000.00 under auditor's file No 202101200076, records of Skagit County executed by E. Jackson Going III and Mary Kay Going, Trustees of the Going Family Revocable Trust. Modification of Deed of Trust dated January 19, 2022 which is recorded on Feb. 3, 2022 in the amount of \$136,250.00 under auditor's file No 202202030071 , records of Skagit County executed by E. Jackson Going III and Mary Kay Going, Trustees of the Going Family Revocable Trust.		
2. Umpqua Bank referred to herein as		
"lender" is the owner and holder of the deed of trust dated Jan. 26,2022, in the principal amount of up to \$640,000.00 together with interest on such indebtedness according to the terms of the Note executed by E. Jackson Going III and Mary Kay Going under auditor's file No. 202202030067, records of Skagit County (which is to be recorded concurrently herewith).		
3. <u>E. Jackson Going III and Mary Kay Going</u> , referred to herein as "owner," is the owner of all the real property described in the deed of trust 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 deed of trust and all agreements in connection therewith, the "subordinator" does hereby unconditionally subordinate the lien of the deed of trust identified in Paragraph 1 above to the lien of "lender's" deed of trust identified in Paragraph 2 above, and all advances or charges made or accruing hereunder, 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" deed of trust, 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 deed of trust or see to the application of "lender's" deed of trust funds, and any application or use of such funds for purposes other than those provided for in such deed of trust, note or agreements shall not defeat the subordination herein made in whole or in part.		

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- 6. It is understood by the parties hereto that "lender" would not make the loan secured by the deed of trust 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 deed of trust first above mentioned to the lien or charge of the mortgage in favor of "lender" above referred 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 deed of trust first above mentioned, which provide for the subordination of the lien or charge thereof to a deed of trust or deeds of trust to be thereafter executed.
- 8. The heirs, administrators, assigns and successors in interest of the "subordinator" shall be bound by this agreement.

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, THAT PARTIES CONSULT WITH THEIR ATTORNEYS WITH RESPECT THERETO.

Executed: January 20, 2022

UMPQUA BANK

Retail Loan Support Services Manager

. Jackson Going III, Trustee

Mary Kay going, Trustee

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ACKNOWLEDGMENT – Corporate

STATE OF WASHINGTON COUNTY OF SPOKANE

On **January 20, 2022**, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared **Jody Lawton** known to me to be the **Retail Loan Support Services Manager** of Umpqua Bank, the corporation that executed the foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that **he/she** is authorized to execute the said instrument

Witness my hand and official seal hereto affixed the day and year first above written

Notary Public in and for the State of Washington, residing at Spokane Co. My appointment expires 91662	DEMARI SCHUERCH Notary Public State of Washington Commission # 173363 My Comm. Expires Sep 6, 2022
ACKNOWLEDGMENT – Individual	
STATE OF WA COUNTY OF Shokomish	
On this day personally appeared before me <u>E Jackson Gray</u> Many Kay Going, Trustee known to be the individual(s) described in and who executed the with and acknowledged that he/she signed the same as his/her free and the uses and purposes therein mentioned.	nin and foregoing instrument
GIVEN under my hand and official seal this <u>19</u> day of <u>5m</u> 20 <u>22</u>	uan
Notary Public in and for the State of	HANNAH BEAM Notary Public State of Washington Commission # 20109852 My Comm. Expires Jul 1, 2024