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04/08/2022 11:10 AM Pages: 1 of 3 Fees: \$205.50

Skagit County Auditor, WA

To: Ally Bank Corp.

440 South Church Street Charlotte, NC 28202

After Recording Return To:

From: Unitus Community Credit Union

PO Box 1937

Portland, Oregon 97207-1937

Reference: Glen Dalgliesh, and Stephanie Dalgliesh
Owner Mailing Address: 5022 Lake Erie Way, Anacortes, WA 98221
Subject Property: 5022 Lake Erie Way, Anacortes, WA 98221

TRUST DEED SUBORDINATION AGREEMENT

This agreement, made and entered into this 8/23/2021 by and between Unitus Community Credit Union (PO Box 1937, Portland, OR 97207-1937) hereinafter called the first party, and Ally Bank Corp. (440 South Church Street, Charlotte, NC 28202) hereinafter called the second party; witnesses:

On or about February 3, 2021, Glenn Dalgliesh, who also appears of record as Glen Dalgliesh, and Stephanie Dalgliesh, husband and wife being the owner(s) of the following described property in Skagit County, to-wit:

Legal Description: See attached Exhibit A Legal Description

executed and delivered to the first party a certain trust deed (herein called the first party's lien) on the property, to secure the sum of \$100,000.00 which lien was recorded on February 5, 2021 in the records of Skagit County, state of Washington in book/reel/volume No. 202102050059.

Reference to the document so recorded or filed hereby is made. The first party has never sold or assigned first party's lien and at all times since the date thereof has been and now is the owner and holder thereof and the debt thereby secured.

The second party is about to loan a sum not to exceed \$672,676.00 to the present owner of the property, with interest thereon at a rate not exceeding 2.625% per annum. This loan is to be secured by the present owner's trust deed (hereinafter called the second party's lien) upon the property and is to be repaid not more than 30 years. Deed of Trust dated September 16, 2021 and filed of record on December 13, 2021 as Instrument No. 202112130098, Skagit County, California.

To induce the second party to make the loan last mentioned, the first party heretofore has agreed and consented to subordinate first party's lien to the lien about to be taken by the second party as above set forth.

Now, therefore, for value received, and for the purpose of inducing the second party to make the loan aforesaid, the first party, on behalf of the first party and also on behalf of the first party's personal representatives, successors, and assigns, hereby covenants, consents and agrees to and with the second party and second party's personal representatives, successors and assigns, that the first party's lien on the property is and shall always be subject and subordinate to the lien about to be delivered to the second party as aforesaid, and the second party's lien in all respects shall be first, prior and superior to the of the first party, provided always, however, that if the second party's lien is not duly filed or recorded, or an appropriate financing statement with respect thereto duly filed within thirty days after the date hereof, this subordination agreement shall be null and void and of no force or effect.

It is expressly understood and agreed that nothing herein contained shall be construed to change, alter or impair the first party's lien, except as herein expressly set forth.

In construing this subordination agreement, and where the context so requires, the singular includes the plural, and all grammatical changes shall be made so that this agreement shall apply equally to corporations and individuals.

In witness whereof, the undersigned has executed this agreement. If the undersigned is a corporation, it has caused its name to be signed and its seal, if any, affixed by an officer of other person duly authorized to do so by order of its board of directors.

(Residential Equity Loan Manager at Unitus Community Credit Union)

State of Oregon, County of Multnomah

This instrument was acknowledged before me on $\sqrt[7]{-23}$ – $\sqrt[2]{-24}$

By Cindy Hatch, Residential Equity Loan Manager at Unitus Community Credit Union.

OFFICIAL STAMP
CHAD DAVID TRAVER
NOTARY PUBLIC - OREGON
COMMISSION NO. 979580
MY COMMISSION EXPIRES OCTOBER 02, 2022

Notary Public for Oregon

My commission expires 10-2-2022

EXHIBIT A

PARCEL "A":

That portion of Government Lot 9, Section 2, Township 34 North, Range 1 East, W.M.; and Government Lot 1, Section 11, Township 34 North, Range 1 East, W.M., described as follows:

Beginning at the intersection of the South line of Government Lot 9 and the shore of Lake Erie; thence Northeasterly along a line which if extended would intersect the East line of Government Lot 9 at a point 188.25 feet North of the Southeast corner thereof, a distance of 400 feet; thence Southwesterly to a point that lies 100 feet Southeasterly along the shore of Lake Erie from said intersection of the South line of Government Lot 9 and the shore of Lake Erie; thence Northwesterly along the shore of Lake Erie a distance of 100 feet to the point of beginning;

TOGETHER WITH easement for access and utilities recorded March 5, 2002, under Auditor's File No. 200203050011, records of Skagit County, Washington.

Situate in the County of Skagit, State of Washington.

PARCEL "B":

That portion of Government Lot 9, Section 2, Township 34 North. Range 1 East, W.M.; and Government Lot 1, Section 1 1, Township 34 North, Range 1 East, W.M., described as follows:

Beginning at the intersection of the South line of Government Lot 9 and the shore of Lake Erie; thence Northeasterly along a line which if extended would intersect the East line of Government Lot 9 at a point 188.25 feet North of the Southeast corner thereof, a distance of 400 feet to the true point of beginning; thence Southwesterly to a point that lies 100 feet Southeasterly along the shore of Lake Erie from said intersection of the South line of Government Lot 9 and the shore of Lake Erie; thence Southeasterly along the shore of Lake Erie a distance of 75 feet; thence Northeasterly to the true point of beginning;

TOGETHER WITH easement for access and utilities recorded March 5, 2002, under Auditor's File No. 200203050011, records of Skagit County, Washington.

Situate in the County of Skagit, State of Washington.