

**When recorded return to:**  
WHATCOM LAND TITLE COMPANY, INC.  
2011 YOUNG STREET, SUITE 102  
BELLINGHAM, WA 98225

Filed for Record at Request of:  
WHATCOM LAND TITLE COMPANY, INC.  
Escrow No.: W-200413  
**2 PGS**

### 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.

The undersigned subordinator and owner agrees as follows:

1. COASTAL COMMUNITY BANK, A WASHINGTON CORPORATION referred to herein as "subordinator," is the owner and holder of a mortgage dated August 17, 2020 which is recorded under 202008170246, records of SKAGIT County, Washington.
2. AGAMERICA LENDING, LLC referred to herein as "lender," is the owner and holder of a mortgage dated October 17, 2022 executed by GALBRAITH TREE FARM, LLC and BEAR CREEK TREE FARM, LLC which is recorded under 202210190079 and 202210190080, records of SKAGIT County, Washington (which is to be recorded concurrently herewith).
3. BEAR CREEK TREE FARM, LLC 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.
6. It is understood by the parties hereto that "lender" would not make the loan secured by the mortgage 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 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.
8. 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.

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 HIS/HER/THEIR ATTORNEYS WITH RESPECT THERETO.

Dated: OCTOBER <sup>17</sup> 12, 2022

COASTAL COMMUNITY BANK

BY: \_\_\_\_\_

STATE OF WASHINGTON }  
COUNTY OF Snohomish } SS:

I certify that I know or have satisfactory evidence that Daniel D. Remick, on behalf of COASTAL COMMUNITY BANK the corporation which executed the foregoing instrument, who acknowledged that he/she did sign said instrument as such officer on behalf of said corporation, duly authorized; that said instrument was signed as his/her free act and deed individually, and the free act and deed of said corporation.

Dated: The 17 day of OCTOBER, 2022

\_\_\_\_\_  
Notary Public in and for the State of Washington

Residing at Everett, WA 98204

My appointment expires: 8-14-2023

