

After Recording Return To:
Chickasaw Community Bank
909 S. Meridian
Oklahoma City, Oklahoma 73108
Attn: Nancy Bainbridge

**M-22591
ACCOMMODATION ONLY**

APN: 340236-0-006-0000/P20867

ABBREV. LEGAL: Lot 24 of the Record of Survey for the Plat of Tallawhalt Phase 2

SUBORDINATION AGREEMENT

THIS SUBORDINATION AGREEMENT is made effective this 6th day of December, 2022, by and between the Swinomish Housing Authority ("**SHA**") and Chickasaw Community Bank ("**CCB**").

WHEREAS, SHA is the Secured Party under that certain Second Deed of Trust dated November 17, 2022 and sent for recording with the real estate records Skagit County, Washington, as Document Number 202212270044, Book _____, Page _____ (the "**SHA Second Deed of Trust**"), granted by George Villaluz and Tashina Williams, married persons (herein "**Debtor**"), to SHA and perfecting a security interest in real property and/or fixtures located at 11348 Kikiallus Place, La Conner, WA 98257, which is more thoroughly described in Exhibit A attached hereto and made a part hereof (the "**Real Property**").

WHEREAS, CCB and Debtor entered into a promissory note (Promissory Note # 202212270045), dated November 17, 2022, in the amount of \$30,000.00, executed and delivered by Debtor to CCB; which loan is secured by a Deed of Trust dated effective November 17, 2022 for the Real Property, where such Deed of Trust was recorded with the real estate records of the Bureau of Indian Affairs Division of Land Titles and Records (the "**CCB Deed of Trust**");

WHEREAS, CCB and SHA have reached an agreement whereby SHA has agreed to subordinate the SHA's security interest evidence by SHA Second Deed of Trust to the CCB Deed of Trust.

WITNESSETH:

NOW, THEREFORE, for valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto do hereby agree and covenant as follows:

1. SHA, as Beneficiary and Secured Party under the SHA Second Deed of Trust, does hereby subordinate SHA's security interest, evidenced by the SHA Second Deed of Trust, to CCB's security interest, evidenced by the CCB Deed of Trust, subject to any reconveyance or quiet title of the CCB Deed of Trust and any renewals or extensions thereof.

2. SHA, as Beneficiary and Secured Party under the SHA Second Deed of Trust, hereby acknowledges and agrees that: (i) the CCB Deed of Trust is and shall constitute the first, prior, and superior lien to the SHA Second Deed of Trust against the collateral described therein, including, but not limited to, the Real Property; and (ii) the SHA Second Deed of Trust is and shall be subject, junior and inferior in priority to the CCB Deed of Trust in the collateral described in the CCB Deed of Trust, including, but not limited to, the Real Property. In the event of a foreclosure or other lien enforcement action affecting the Real Property, CCB shall be entitled to all of the proceeds of any such foreclosure or lien enforcement action until the sums secured by the CCB Deed of Trust, including principal, interest, and costs of collection, are paid in full.

3. At any time and from time to time, without notice to each other, without liability to each other and without release or impairing any of their respective rights hereunder, either SHA or CCB may, with respect to the their loans and security interests described herein, take additional or other security therefore, modify, amend, renew, restate, re-document, or waive compliance with any of the documents evidencing the same; make any adjustments, indulgence, or forbearance to, or compromise with, any person liable therefor; delay, omit, fail, or refuse to take or prosecute any action for collection thereof, or to foreclose any collateral for, or take or prosecute any action on any agreement securing their respective loans or any amounts due thereunder or under any of the security agreements, deeds of trust, or mortgages securing said loans or any amounts due thereunder.

4. Each party hereto acknowledges that damages for breach of this Subordination Agreement would be difficult, if not, impossible, to determine and each party may sue for and obtain appropriate equitable relief, including, but not limited to, restraining orders and temporary and permanent injunctions to prevent or reverse breaches of this Agreement by each other. The foregoing shall not, however, be construed so as to prohibit or limit the right of either party to seek and obtain a judgment for money damages.

5. This Subordination Agreement and all rights and obligations of any party hereunder, shall be effective until the respective loans secured by the CCB Deed of Trust is fully paid and all obligations are satisfied in full or it otherwise removed from title to the Real Property.

6. This Subordination Agreement shall be binding upon SHA and SHA's successors and assigns, and shall operate to the benefit of CCB, and CCB's successors and assigns.

7. SHA and CCB hereby agree to execute, acknowledge, and deliver such further instruments as may be reasonably necessary to effectuate the purposes of this Subordination Agreement.

8. No waiver by any party hereto shall be effective unless it is in writing and signed by an authorized officer. No such waiver shall operate as a waiver of any other matter or of a similar matter at a future time. This Subordination Agreement may not be amended except in writing executed by both parties.

9. If any provision of this Subordination Agreement is held to be invalid or unenforceable under any applicable law, the rest of this Subordination Agreement shall remain

fully valid and enforceable.

10. This Subordination Agreement shall be governed and construed under the laws of the State of Washington.

[SIGNATURE PAGES FOLLOW]

EXECUTED the day and year first above written.

SWINOMISH HOUSING AUTHORITY

By: *Lance Simons*

Name: Lance Simons

Title: Executive Director

STATE OF WASHINGTON)

) ss:

COUNTY OF SKAGIT)

Before me, a Notary Public in and for said County and State, on this 8th day of December, 2022, personally appeared Lance Simons to me known to be the identical person who subscribed the name of the maker thereof to the foregoing instrument as its Executive Director, and acknowledged to me that he/she executed the same as his/her free and voluntary act and deed and as the free and voluntary act and deed of such entity, for the uses and purposes therein set forth.

Given under my hand and seal of office the day and year written above.

(SEAL)

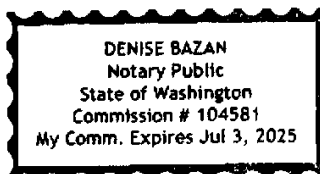
Denise Bazan
NOTARY PUBLIC

My Commission Expires:

07-03 2025

Commission No.:

104581



CHICKASAW COMMUNITY BANK

By: Rebecca Tucker
 Name: Rebecca Tucker
 Title: EVP, Head of Operations

STATE OF OKLAHOMA)
) ss:
 COUNTY OF OKLAHOMA)

Before me, a Notary Public in and for said County and State, on this 14th day of December, 2022, personally appeared Rebecca Tucker, to me known to be the identical person who subscribed the name of the maker thereof to the foregoing instrument as its EVP, and acknowledged to me that he/she executed the same as his/her free and voluntary act and deed and as the free and voluntary act and deed of such bank, for the uses and purposes therein set forth.

Given under my hand and seal of office the day and year written above.

(SEAL)

Heather Smith
 NOTARY PUBLIC

My Commission Expires:

6-3-2023

Commission No.:

19005659

NOTARY PUBLIC State of OK
 Heather Smith
 Comm. # 19005659
 Expires 06-03-2023

EXHIBIT A

Legal Description of Real Property

A portion of Swinomish Tract 122-T1027 described as follows:

Lot 24 of the Record of Survey for the Plat of Tallawhalt Phase 2, located in a portion of the Northwest Quarter of the Northwest Quarter of Lot 6, Section 36, Township 34 North, Range 2 East, W.M., lying westerly of Reservation Road, plat recorded at the BIA, Land Titles & Records Office under Doc. #122-1345, and with Skagit County Auditor Doc. #202203170057, containing 6,972 S.F., more or less. Situated on the Swinomish Indian Reservation, Washington.