08/24/2023 03:29 PM Pages: 1 of 6 Fees: \$208.50

Skagit County Auditor, WA

## When recorded return to:

CHAE LAW FIRM, P.S. 15 S. Grady Way, Suite 410 Renton, Washington 98057

## SUBORDINATION AGREEMENT

Grantor/Subordinator:

Department of Commerce, Community Capital Facilities Unit

Grantee/Lender:

Jeff and Linda Hendricks Family Foundation

Owner:

Anacortes Family Center

Legal Description (abbreviated):

Lots 10-15, Block 6, PLAT OF HENSLER'S FIRST ADDITION TO THE CITY

OF ANACORTES

Assessor's Tax Parcel ID#:

P57346/3794-006-013-0004, P57345/3794-006-013-0006, and P57344/3794-

006-012-0007

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:

- WASHINGTON STATE DEPARTMENT OF COMMERCE, referred to herein as "subordinator," is the owner and holder of a Deed of Trust dated November 2, 2021, under state contract 20-96624-202, executed by Anacortes Family Center, which is recorded under auditor's file No 202111290001, records of Skagit County, Washington. The full legal description is set forth in the attached Exhibit A.
- JEFF AND LINDA HENDRICKS FAMILY FOUNDATION, referred to herein as "lender," is the owner and holder of a Deed of Trust dated <u>August 24</u>, 2023, executed by Anacortes Family Center, which is recorded under auditor's file No. 202308240079 records of Skagit County, Washington.
- ANACORTES FAMILY CENTER, 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 their 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 thereunder, including any extension or renewal thereof.
- 5. "Subordinator" acknowledges that, prior to the execution hereof, they have 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" 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.
- 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 Deed of Trust 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 Deed of Trust first above mentioned, which provide for the subordination of the lien or charge thereof to a Deed 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, THE PARTIES CONSULT WITH HIS/HER/THEIR ATTORNEYS WITH RESPECT THERETO.

[SIGNATURE AND NOTARY PAGES FOLLOW]

(Legibly Print or Stamp Name of Notary)

NOTARY PUBLIC in and for the state of Washington

My Commission Expires:

8/8/2013

SUBORDINATOR:

**Department of Commerce,** a department of the state of Washington

Printed Name: Mark K. Barkley

Title: Assistant Director, Local Government Division

STATE OF WASHINGTON ) SECOUNTY OF THURSTON )

I certify that I know or have satisfactory evidence that Mark K. Barkley is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as the Assistant Director, Local Government Division of Department of Commerce, to be the free and voluntary act and deed of such party for the uses and purposes mentioned in the instrument.

(Seal or Stamp)

Comm No. 201999

Comm No. 201999

Comm No. 201999

DATED: UIGHOT 8 2033 (Signature of Notary)

OEIPOON G.C. GOUER (Legibly Print or Stamp Name of Notary)

NOTARY PUBLIC in and for the state of Washington

My Commission Expires:

July 25, 2026

LENDER:	Jeff and Linda Hendricks Family Foundation, a Washington  By:  Printed Name:  President
who appeared before me, and said authorized to execute the instrum	) ) ss. ) ve satisfactory evidence that
instrument, (Seal or Stamp)	Joe T. Reeder  (Legibly Print or Stamp Name of Notary)
T. REFORM TO THE PUBLIC Commission # 157907  My Comm. Exp. Nov. 3, 2023  My Comm. Exp. Nov. 3, 2023	NOTARY PUBLIC in and for the state of Washington  My Commission Expires: 19v. 3 2023

## ALTA COMMITMENT FOR TITLE INSURANCE

ISSUED BY STEWART TITLE GUARANTY COMPANY

## **Exhibit A**

File No.: 23-18646-TO Loan No.:

Lots 10, 11, 12, 13, 14 and 15, Block 6, "PLAT OF HENSLER'S FIRST ADDITION TO THE CITY OF ANACORTES, SKAGIT CO., WASH.", as per plat recorded in Volume 3 of Plats, page 46, records of Skagit County, Washington.

This page is only a part of a 2016 ALTA® Commitment for Title Insurance. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule B, Part II—Exceptions; and a countersignature by the Company or its issuing agent that may be in electronic form.

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File No. 23-18646-TO ALTA Commitment For Title Insurance 8-1-16 (4-2-18) Page 13 of 13

