04/05/2024 04:05 PM Pages: 1 of 3 Fees: \$305.50

Skagit County Auditor, WA

When recorded return to: Peoples Bank PO Box 32210 Bellingham, WA 98228

GRANTOR: Peoples Bank GRANTEE: Peoples Bank

LEGAL DESCRIPTION (Abbreviated): Lots 1-6, Blk 179, Anacortes (aka Tracts A & B of Survey #9602070051)

ASSESSOR'S TAX PARCEL ID # 3772-179-006-0006/P56139

REFERENCE RECORDING # 202009240029

211238-LT

## 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. Peoples Bank referred to herein as "subordinator," is the owner and holder of a Deed of Trust dated September 14, 2020 in the original principal amount of \$500,000.00 which was recorded on September 24, 2020 under auditor's file No. 202009240029, records of Skagit County, Washington.
- Peoples Bank, referred to herein as "lender," is the owner and holder of a Deed of Trust executed by Jaccobb
   J. Tomasko and Virginia A. Tomasko in the original principal amount of \$234,500.00 dated April 3, 2024 which is be recorded in Skagit County Washington concurrently herewith, AFN# 202404050065
- 3. Jaccobb J. Tomasko and Virginia A. Tomasko referred to herein as "owner," is the owner of all the real property described in the Deed of Trust identified above in Paragraph 2, whose legal description is described as follows:

PARCEL "A":

Lots 4, 5, 6 and the West 3.00 feet of Lot 3, as measured perpendicular to the East line of Lot 4, Block 179, "MAP OF THE CITY OF ANACORTES, SKAGIT COUNTY, WASHINGTON," as per plat recorded in Volume 2 of Plats, pages 4 through 7, records of Skagit County, Washington.

Also known as Tract "A" of Survey recorded in Volume 18 of Surveys, pages 19 and 20, under Auditor's File No. 9602070051.

Situate in the County of Skagit, State of Washington.

## PARCEL "B":

Lots 1, 2 and 3, Block 179, "MAP OF THE CITY OF ANACORTES, SKAGIT COUNTY, WASHINGTON," as per plat recorded in Volume 2 of Plats, pages 4 through 7, records of Skagit County, Washington.

EXCEPT the West 3.00 feet of Lot 3.

Also known as Tract "B" of Survey recorded in Volume 18 of Surveys, pages 19 and 20, under Auditor's File No. 9602070051.

Situate in the County of Skagit, State of Washington.

- 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: /04/03/2024....

Authorized Signer for Peoples Bank

STATE OF WASHINGTON

**COUNTY OF Skagit** 

SS.

I certify that I know or have satisfactory evidence that (is/are) the person(s) who appeared before me, and said person(s) acknowledged that he/she signed this instrument and acknowledged it to be free and voluntary act for the uses and purposes mentioned in this instrument...

Dated: 04/03/2024

Notary name printed or typed: Angelo B LeChiNotary Public in and for the State of: Washington
Residing at: 811 N 1844 St Mount Virginia Way
My appointment expires: 10/19/2025

My appointment expires:

NOTARY
PUBLIC