

RETURN ADDRESS:

North Coast Credit Union
1100 DuPont Street
Bellingham, WA 98225

NOTICE: THIS SUBORDINATION OF DEED OF TRUST 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.

SUBORDINATION OF DEED OF TRUST

Reference # (if applicable): 202501130064 & 202409050036

Additional on page ____

Grantor(s):

1. The Skagit Valley Family YMCA

Grantee(s)

1. North Coast Credit Union

Legal Description: Ptn Lot 16, All Lots 17-20, Vernon Heights Add to Mount Vernon

Additional on page 2

Assessor's Tax Parcel ID#: 3763-020-020-0005/P54598

THIS SUBORDINATION OF DEED OF TRUST dated December 9, 2024, is made and executed among The Washington State Department of Commerce ("Beneficiary"); Land Title and Escrow of Skagit County ("Trustee"); The Skagit Valley Family YMCA ("Borrower"); and North Coast Credit Union ("Lender").

SUBORDINATION OF DEED OF TRUST

Loan No: 75096900L9620

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SUBORDINATED INDEBTEDNESS. Beneficiary has extended the following described financial accommodations, secured by the Real Property (the "Subordinated Indebtedness"):

Debt instrument dated August 26, 2024, in the amount of \$2,614,150.00 executed by Skagit Valley Family YMCA (Grantor/Borrower) in favor of Washington State Department of Commerce (Lender/Beneficiary). For the Property located at 125 North 5th Street, Mount Vernon, WA 98273 Parcel #3763-020-020-0005/P54598; The Land referred to herein below is situated in the County of Skagit, State of Washington and is described as follows:

The North 1/2 of Lot 16, EXCEPT the South 2 feet thereof, and all of Lots 17, 18, 19 and 20, Block 20, "VERNON HEIGHTS ADDITION TO MT. VERNON, SKAGIT CO., WASH.," as per plat recorded in Volume 2 of Plats, page 108, records of Skagit County, Washington

SUBORDINATED DEED OF TRUST. The Subordinated Indebtedness is or will be secured by the Real Property and evidenced by a deed of trust dated August 27, 2024 from The Skagit Valley Family YMCA ("Trustor") to Land Title and Escrow of Skagit County ("Trustee") in favor of The Washington State Department of Commerce ("Beneficiary") (the "Subordinated Deed of Trust") and recorded in Skagit County, State of Washington as follows:

Recorded 9/5/24 at 12:40 pm pages 1-5 - 202409050036, Skagit County Auditor, WA.

REAL PROPERTY DESCRIPTION. The Subordinated Deed of Trust covers the following described real property (the "Real Property") located in Skagit County, State of Washington:

The Land referred to herein below is situated in the County of Skagit, State of Washington and is described as follows:

The North 1/2 of Lot 16, EXCEPT the South 2 feet thereof, and all of Lots 17, 18, 19 and 20, Block 20, "VERNON HEIGHTS ADDITION TO MT. VERNON, SKAGIT CO., WASH.," as per plat recorded in Volume 2 of Plats, page 108, records of Skagit County, Washington.

The Real Property or its address is commonly known as 125 North 5th Street, Mount Vernon, WA 98273. The Real Property tax identification number is 3763-020-020-0005/P54598.

SUPERIOR INDEBTEDNESS. Lender has extended or has agreed to extend the following described financial accommodations to Borrower, secured by the Real Property (the "Superior Indebtedness"):

Promissory Note No. 75096900L9620 dated 11/20/24 in the amount of \$1,200,000.00 executed by the Skagit Valley Family YMCA (Grantor/Borrower) in favor of North Coast Credit Union (Lender/Beneficiary).

LENDER'S LIEN. The Superior Indebtedness is or will be secured by the Real Property and evidenced by a mortgage, deed of trust, or other lien instrument, dated December 9, 2024, from Borrower to Lender (the "Lender's Lien"). As a condition to the granting of the requested financial accommodations, Lender has required that the Lender's Lien be and remain superior to the Subordinated Deed of Trust.

REQUESTED FINANCIAL ACCOMMODATIONS. Trustor, who may or may not be the same person or entity as Borrower, and Beneficiary each want Lender to provide financial accommodations to Borrower in the form of the Superior Indebtedness. Trustor and Beneficiary each represent and acknowledge to Lender that Beneficiary will benefit as a result of these financial accommodations from Lender to Borrower, and Beneficiary acknowledges receipt of valuable consideration for entering into this Subordination.

NOW THEREFORE THE PARTIES TO THIS SUBORDINATION HEREBY AGREE AS FOLLOWS:

SUBORDINATION. The Subordinated Deed of Trust and the Subordinated Indebtedness secured by the Subordinated Deed of Trust is and shall be subordinated in all respects to Lender's Lien and the Superior Indebtedness, and it is agreed that Lender's Lien shall be and remain, at all times, prior and superior to the lien of the Subordinated Deed of Trust. Beneficiary also subordinates to Lender's Lien all other Security Interests in the Real Property held by Beneficiary, whether now existing or hereafter acquired. The words "Security Interest" mean and include without limitation any type of collateral security, whether in the form of a lien, charge, mortgage, deed of trust, assignment, pledge, chattel mortgage, chattel trust, factor's lien, equipment trust, conditional sale, trust receipt, lien or title retention contract, lease or consignment intended as a security device, or any other security or lien interest whatsoever, whether created by law, contract, or otherwise.

BENEFICIARY'S REPRESENTATIONS AND WARRANTIES. Beneficiary represents and warrants to Lender that: (A) no representations or agreements of any kind have been made to Beneficiary which would limit or qualify in any way the terms of this Subordination; (B) this Subordination is executed at Borrower's request and not at the request of Lender; (C) Lender has made no representation to Beneficiary as to the creditworthiness of Borrower; and (D) Beneficiary has established adequate means of obtaining from Borrower on a continuing basis information regarding Borrower's financial

SUBORDINATION OF DEED OF TRUST

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condition. Beneficiary agrees to keep adequately informed from such means of any facts, events, or circumstances which might in any way affect Beneficiary's risks under this Subordination, and Beneficiary further agrees that Lender shall have no obligation to disclose to Beneficiary information or material acquired by Lender in the course of its relationship with Beneficiary.

BENEFICIARY WAIVERS. Beneficiary waives any right to require Lender: (A) to make, extend, renew, or modify any loan to Borrower or to grant any other financial accommodations to Borrower whatsoever; (B) to make any presentment, protest, demand, or notice of any kind, including notice of any nonpayment of any Superior Indebtedness secured by Lender's Lien, or notice of any action or nonaction on the part of Borrower, Lender, any surety, endorser, or other guarantor in connection with the Superior Indebtedness, or in connection with the creation of new or additional indebtedness; (C) to resort for payment or to proceed directly or at once against any person, including Borrower; (D) to proceed directly against or exhaust any collateral held by Lender from Borrower, any other guarantor, or any other person; (E) to give notice of the terms, time, and place of any public or private sale of personal property security held by Lender from Borrower or to comply with any other applicable provisions of the Uniform Commercial Code; (F) to pursue any other remedy within Lender's power; or (G) to commit any act or omission of any kind, at any time, with respect to any matter whatsoever.

LENDER'S RIGHTS. Lender may take or omit any and all actions with respect to Lender's Lien without affecting whatsoever any of Lender's rights under this Subordination. In particular, without limitation, Lender may, without notice of any kind to Beneficiary, (A) make one or more additional secured or unsecured loans to Borrower; (B) repeatedly alter, compromise, renew, extend, accelerate, or otherwise change the time for payment or other terms of the Superior Indebtedness or any part of it, including increases and decreases of the rate of interest on the Superior Indebtedness; extensions may be repeated and may be for longer than the original loan term; (C) take and hold collateral for the payment of the Superior Indebtedness, and exchange, enforce, waive, and release any such collateral, with or without the substitution of new collateral; (D) release, substitute, agree not to sue, or deal with any one or more of Borrower's sureties, endorsers, or guarantors on any terms or manner Lender chooses; (E) determine how, when and what application of payments and credits, shall be made on the Superior Indebtedness; (F) apply such security and direct the order or manner of sale of the security, as Lender in its discretion may determine; and (G) transfer this Subordination to another party.

DEFAULT BY BORROWER. If Borrower becomes insolvent or bankrupt, this Subordination shall remain in full force and effect. Any default by Borrower under the terms of the Subordinated Indebtedness also shall constitute an event of default under the terms of the Superior Indebtedness in favor of Lender.

MISCELLANEOUS PROVISIONS. The following miscellaneous provisions are a part of this Subordination:

Amendments. This Subordination constitutes the entire understanding and agreement of the parties as to the matters set forth in this Subordination. No alteration of or amendment to this Subordination shall be effective unless given in writing and signed by the party or parties sought to be charged or bound by the alteration or amendment.

Attorneys' Fees; Expenses. If Lender institutes any suit or action to enforce any of the terms of this Subordination, Lender shall be entitled to recover such sum as the court may adjudge reasonable as attorneys' fees at trial and upon any appeal. Whether or not any court action is involved, and to the extent not prohibited by law, all reasonable expenses Lender incurs that in Lender's opinion are necessary at any time for the protection of its interest or the enforcement of its rights shall become a part of the Indebtedness payable on demand and shall bear interest at the Note rate from the date of the expenditure until repaid. Expenses covered by this paragraph include, without limitation, however subject to any limits under applicable law, Lender's attorneys' fees and Lender's legal expenses, whether or not there is a lawsuit, including attorneys' fees and expenses for bankruptcy proceedings (including efforts to modify or vacate any automatic stay or injunction), appeals, and any anticipated post-judgment collection services, the cost of searching records, obtaining title reports (including foreclosure reports), surveyors' reports, and appraisal fees, title insurance, and fees for the Trustee, to the extent permitted by applicable law. Beneficiary also will pay any court costs, in addition to all other sums provided by law.

Authority. The person who signs this Subordination as or on behalf of Beneficiary represents and warrants that he or she has authority to execute this Subordination and to subordinate the Subordinated Indebtedness and the Beneficiary's security interests in Beneficiary's property, if any.

Caption Headings. Caption headings in this Subordination are for convenience purposes only and are not to be used to interpret or define the provisions of this Subordination.

Governing Law. This Subordination will be governed by federal law applicable to Lender and, to the extent not preempted by federal law, the laws of the State of Washington without regard to its conflicts of law provisions. This Subordination has been accepted by Lender in the State of Washington.

Choice of Venue. If there is a lawsuit, Beneficiary agrees upon Lender's request to submit to the jurisdiction of the courts of Whatcom County, State of Washington.

SUBORDINATION OF DEED OF TRUST (Continued)

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Successors. This Subordination shall extend to and bind the respective heirs, personal representatives, successors and assigns of the parties to this Subordination, and the covenants of Beneficiary herein in favor of Lender shall extend to, include, and be enforceable by any transferee or endorsee to whom Lender may transfer any or all of the Superior Indebtedness.

No Waiver by Lender. Lender shall not be deemed to have waived any rights under this Subordination unless such waiver is given in writing and signed by Lender. No delay or omission on the part of Lender in exercising any right shall operate as a waiver of such right or any other right. A waiver by Lender of a provision of this Subordination shall not prejudice or constitute a waiver of Lender's right otherwise to demand strict compliance with that provision or any other provision of this Subordination. No prior waiver by Lender, nor any course of dealing between Lender and Beneficiary, shall constitute a waiver of any of Lender's rights or of any of Beneficiary's obligations as to any future transactions. Whenever the consent of Lender is required under this Subordination, the granting of such consent by Lender in any instance shall not constitute continuing consent to subsequent instances where such consent is required and in all cases such consent may be granted or withheld in the sole discretion of Lender.

EACH PARTY TO THIS SUBORDINATION ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS SUBORDINATION, AND EACH PARTY AGREES TO ITS TERMS. THIS SUBORDINATION IS DATED DECEMBER 9, 2024.

BORROWER:

THE SKAGIT VALLEY FAMILY YMCA

By: 

Dean Snider, CEO & Executive Director of The Skagit Valley Family
YMCA

BENEFICIARY:

THE WASHINGTON STATE DEPARTMENT OF COMMERCE

By: 

Tess Kelleher, Acting Assistant Director, 12-17-2024
Authorized Signer for The Washington State Department of Commerce

By: 

Tess Kelleher, Acting Assistant Director, 12-17-2024
Authorized Signer for The Washington State Department of Commerce

TRUSTEE:

LAND TITLE AND ESCROW OF SKAGIT COUNTY

By: 

Jennifer Bannwell, Skagit Title Manager
Authorized Signer for Land Title and Escrow of Skagit County

By: _____

Authorized Signer for Land Title and Escrow of Skagit County

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LENDER:

NORTH COAST CREDIT UNION

X *MAK*
Authorized Officer

LIMITED LIABILITY COMPANY ACKNOWLEDGMENT

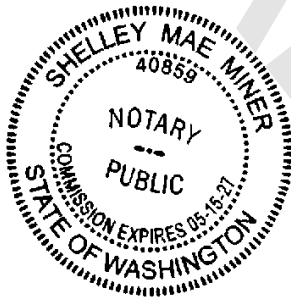
STATE OF WA

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) SS

COUNTY OF Snohomish

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This record was acknowledged before me on January 3, 2025 by Dean Snider,
CEO & Executive Director of The Skagit Valley Family YMCA.*[Signature]*
(Signature of notary public)*Notary Public*
(Title of office)

My commission expires:

5-15-27
(date)

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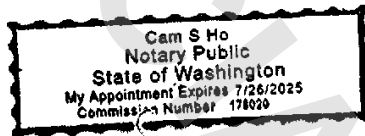
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GOVERNMENT ACKNOWLEDGMENT

STATE OF WASHINGTON)
) SSCOUNTY OF Thurston

)

This record was acknowledged before me on December 17, 2024 by Cam Ho
Tedd Kelleher, Acting Assistant Director for The Washington
State Department of Commerce.

Cam Ho
(Signature of notary public)Notary Public
(Title of office)

My commission expires:

July 26, 2025
(date)

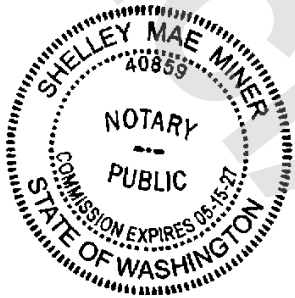
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CORPORATE ACKNOWLEDGMENT

STATE OF WA)
) SS
COUNTY OF Snohomish)

This record was acknowledged before me on January 3, 2025 by Seaside Barnwell, Snohomish Title Manager, Land Title and Escrow



[Signature]
(Signature of notary public)

Notary Public
(Title of office)

My commission expires:
5-15-27
(date)

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LENDER ACKNOWLEDGMENT

STATE OF Washington

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) SS
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COUNTY OF Whatcom

This record was acknowledged before me on 01/03, 20 25 by Dale
Holt as VP, CLO & COO of North Coast Credit Union.



C. A. Shaw
(Signature of notary public)

Notary
(Title of office)

My commission expires: 10/19/25
(date)