Skagit County Auditor

State of Washington Pollution Liability Insurance Agency 1015-10<sup>th</sup> Avenue SE P.O. Box 40930 Olympia, WA 98504-0930

8/5/2005 Page

1 of

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POLLUTION LIABILITY INSUPANCE AGENCY

LAND TIFLE OF SMAULT COUNTY

## **Subordination Agreement**

Reference #: USTCAP-PVT-055-93

State of Washington Pollution Liability Insurance Agency

Grantee(s): Jon W & Chom Prigg

Legal Description (abbreviated): a ptn of Gov lot 11, 7-35-11 E.W.M.

Assessor's Tax Parcel ID# P45929 and P45913

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.

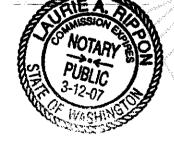
The undersigned subordinator and owner agree as follows:

- State of Washington Pollution Liability Insurance Agency (PLIA) referred to 1. herein as "subordinator," is the owner and holder of a lien dated May 10, 1994, which is recorded in volume 1337 of Mortgages, 298, under auditor's file 9406030079 records of Skagit County, Washington.
- Skagit State Bank referred to herein as "lender," is the owner and holder of a 2. mortgage dated April 15, 2005 executed by Jon W & Chom Prigg. (Which is recorded in volume n/a of Mortgages, page n/a, under auditor's file 200504290099) (Which is to be recorded herewith.)
- Jon W & Chom Prigg referred to herein as "owner," is the owner of all the real 3. property described in the mortgage identified above in Paragraph 2.
- In consideration of benefits to "subordination" from "owner," receipt and 4 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 changes made or accruing thereunder, including any extension or renewal thereof.
- "Subordinator" acknowledges that, prior to the execution hereof, he has had 5. 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.
- The parties understand hereto that "lender" would not make the loan secured 6. by the mortgage in Paragraph 2 without this agreement.
- This agreement shall be the whole and only agreement between the parties 7. hereto with regard to the subordination of the lien or change of the mortgage first above mentioned to the lien or change 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 lien or change thereof to a mortgage or mortgages to be thereafter executed.
- The heirs, administrators, assigns and successors in interest of the 8. "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 IMPORVEMENT OF THE LAND BUT MAY NOT BE USED FOR ANY PURPOSE WHICH IS NOT RELATED TO THE BUSINESS OPERATION LOCATED ON THE DESCRIBED PROPERTY. IT IS RECOMMENDED THAT, PRIOR TO THE EXECUTION OF THIS SUBORDINATION AGREEMENT, THE PARTIES CONSULT WITH THEIR ATTORNEYS WITH RESPECT THERETO.

Executed this 19 day of July	, 200 <u>5</u>
executed this 19 day of 0009	
	Dim Good
	Pollution Liability Insurance
	Agency, Subordinator
Jonas regg	
	P. T. O.
	On this 28 of July
State of washen670~	200 <u>5</u> , before me, the
County of Sky677	undersigned, a Notary Public in
On this day named to	and for the State of Washington
On this day personally appeared before me	duly commissioned and sworn, personally appeared
JOHN & CIKM PRZGG	Lynn Goodins, to me
to me known to be the	now to be the Acting Director of
individual described in and who	Washington State Pollution
executed the within foregoing	Liability Insurance Agency, the
instrument, and acknowledged	agency that executed the
that <u>THEY</u> signed the same	foregoing instrument, to be the
as THEEZ free and	free and voluntary act and deed
voluntary act and deed, for the	of said agency, for the uses and
uses and purposes therein	purposes therein mentioned,
mentioned.	and on oath stated that he is
Given under my hand and	authorized to execute the said
official seal this <u>1977</u> day	rinstrument.
of July , 2005.	Witness my hand and official
012 2 3	seal hereto affixed the day and
Let 1 Jarah	year first above written.
N. A. C.	Naure Rippon
Notary Public in and for the	Notary Public in and for the
state of <u>UNSHINGTON</u>	State of Washington
Residing at 3KABET CO	Residing at Olympia
£ 10 100	Accountry Maragin
My appointment expires:	Title
my appointment expires:	
11 74	3-16-01
CO CSION A	My appointment expires:
EN NOTARY E	
(S NOTARY E)	BRIE A ON





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