



200905150065

Skagit County Auditor

5/15/2009 Page 1 of 3 11:30AM

AFTER RECORDING MAIL TO :

Name Whidbey Island Bank
 Address PO Box 302
 City, State, Zip Burlington, WA, 98233

Subordination Agreement

Escrow No. 620001399
 Title Order No. 620001399
 Reference No's of Related Documents

CHICAGO TITLE CO.

620001399

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. Marcoo Properties, LLC & Marcoo, Inc, referred to herein as "Subordinator," is the owner and holder of a Memorandum, Amendment and Subordination of Lease dated July 13, 2000, which is recorded under Recording No. 200007250065, Records of Skagit County.
2. Whidbey Island Bank, referred to herein as "Lender" is the owner and holder of a mortgage/deed of trust not to exceed the amount of \$1,350,000.00, dated May 13, 2009, executed by Marcoo Properties, LLC, (which is recorded under Auditor's File No. 200905150063 Records of Skagit County) (which is to be recorded concurrently herewith): **and also the****
3. Marcoo Properties, LLC, referred to herein as "Owner," is the owner of all the real property described in the mortgage/deed of trust to be 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 mortgage/deed of trust and all agreements in connection therewith, the Subordinator does hereby unconditionally subordinate the lien of his Memorandum, Amendment and Subordination of Lease, identified in Paragraph 1 above to the lien of Lender's mortgage/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, he has had the opportunity to examine the terms of Lender's mortgage/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 mortgage/deed of trust or see to the application of Lender's mortgage funds, and any application or use of such funds to purpose other than those provided for in such mortgage/deed of trust, note or agreements shall not defeat the subordination herein made in whole or part.
6. It is understood by the parties hereto that Lender would not make the loan secured by the mortgage/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 Memorandum, Amendment and Subordination of Lease first above mentioned to the lien or charge of the mortgage/deed of trust in favor of Lender above referred to and shall supercede and cancel any prior agreements as to such, or any, subordination including, but not limited to, those provisions, if any, contained in the Memorandum, Amendment and Subordination of Lease first above mentioned, which provide for the subordination of the lien or charge thereof to a mortgage/deed(s) of trust to be thereafter executed.

****Assignment of Rents recorded under Auditor's File No. 200905150064, records of Skagit County, Washington.**

8. The heirs, administrators, assigns and successors in interest of the Subordinator shall be bound by this agreement. In all instances, gender and number of pronouns are considered to conform to the undersigned.

Executed this May 13th, 2009

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 THEIR ATTORNEYS WITH RESPECT THERETO.

**See attachment for legal signatures and
notary information**

Marcoo Properties, L.L.C.

**See attachment for legal signatures
and notary information**

Marcoo, Inc.



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Skagit County Auditor

Attachment to Subordination Agreement

[Signature]
Robert L Coogle
Member of Marcoo Properties, L.L.C.

[Signature]
Robert L Coogle
President of Marcoo, Inc.

[Signature]
Richard K Marsula
Member of Marcoo Properties, L.L.C.

[Signature]
Richard K Marsula
Vice President of Marcoo, Inc.

[Signature]
Brandon Coogle
Member of Marcoo Properties, L.L.C.

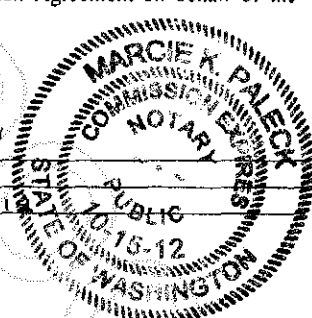
[Signature]
Brandon Coogle
Treasurer of Marcoo, Inc.

STATE OF Washington
COUNTY OF SKAGIT

On this 13th day of MAY, 2009, before me, the undersigned Notary Public, personally appeared Robert L Coogle, Richard K Marsula & Brandon Coogle, members of Marcoo Properties, L.L.C., and personally known to me or proved to me on the basis of satisfactory evidence to be an authorized agent of the corporation that executed the Subordination Agreement and acknowledged the Subordination Agreement to be the free and voluntary act and deed of the corporation, by authority of its Bylaws or by resolution of its board of directors, for the uses and purposes therein mentioned, and on oath stated that he or she is authorized to execute the Subordination Agreement and in fact executed the Subordination Agreement on behalf of the corporation.

By [Signature]
MARCIE K PALECK

Notary Public in and for the State Washington
of SKAGIT COUNTY
Residing at MOUNT VERNON
My appointment expires OCTOBER 15 2012

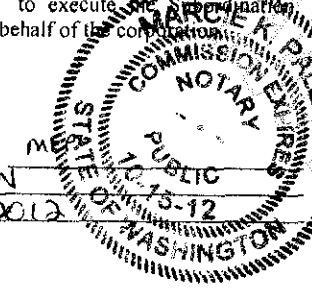


STATE OF Washington
COUNTY OF SKAGIT

On this 13th day of MAY, 2009, before me, the undersigned Notary Public, personally appeared Robert L Coogle, Richard K Marsula, Brandon Coogle, officers of Marcoo, Inc., and personally known to me or proved to me on the basis of satisfactory evidence to be an authorized agent of the corporation that executed the Subordination Agreement and acknowledged the Subordination Agreement to be the free and voluntary act and deed of the corporation, by authority of its Bylaws or by resolution of its board of directors, for the uses and purposes therein mentioned, and on oath stated that he or she is authorized to execute the Subordination Agreement and in fact executed the Subordination Agreement on behalf of the corporation.

By [Signature]
MARCIE K PALECK

Notary Public in and for the State Washington
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