



201008090067

Skagit County Auditor

8/9/2010 Page 1 of 3 12:04PM

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WHEN RECORDED MAIL TO:

325.0000119173.L02

School Employees Credit Union of Washington
PO Box 576
Seattle, WA 98111-0576

LAND TITLE OF SKAGIT COUNTY

136878-SE

SUBORDINATION AGREEMENT

Superior Lienholder: Whidbey Island Bank

Subordinate Lienholder: School Employees Credit Union of Washington

Legal Description:

Tract 2, SKAGIT COUNTY SHORT PLAT NO. BURL-1-86, approved December 16, 1986, and recorded December 24, 1986, in Volume 7 of Short Plats, page 151, under Auditor's File No. 8612240005, records of Skagit County, Washington; being a portion of Tract 48, PLAT OF BURLINGTON ACREAGE PROPERTY, according to the plat thereof recorded in Volume 1 of Plats, page 49, records of Skagit County, Washington.

Situate in Skagit County, Washington.

commonly known as 877 Peterson Road, Burlington, WA 98233 Skagit County, Washington

Assessor's Property Tax Parcel or Account No.: p62606

THIS SUBORDINATION AGREEMENT ("Agreement") is entered into this 28th day of July, 2010, by and between Whidbey Island Bank (hereinafter referred to as "Superior Lienholder"), whose address is 435 E. George Hopper Rd. Burlington, WA 98233, and School Employees Credit Union of Washington (hereinafter referred to as "Subordinate Lienholder"), whose address is PO Box 576, Seattle, Washington 98111-0576.

RECITALS

A. Subordinate Lienholder has made a loan to Becky A Studebaker & Steven T Studebaker (the "Borrower"), the repayment of which is secured by a Deed of Trust (the "Subordinate Lienholder Deed of Trust") encumbering property commonly known as 877 PETERSON ROAD, BURLINGTON, Washington 98233 (the "Property"). This Subordinate Lienholder Deed of Trust is recorded 08/15/2008, as instrument 200808150214, Skagit County, Washington, and secures a loan in the principal sum of One Hundred Thousand and 00/100 Dollars (\$ 100,000.00).

B. Borrower has applied to Superior Lienholder for a loan in an amount not to exceed Two Hundred Fifty-Two Thousand and 00/100 Dollars (\$ 252,000.00) (the "Superior Lienholder Loan"), to be secured by a first Deed of Trust lien against the Property (the "Superior Lienholder Deed of Trust"). **Recorded under Auditor File No. 201008090066**

C. Superior Lienholder is unwilling to make the Superior Lienholder Loan to Borrower unless Subordinate Lienholder subordinates its Subordinate Lienholder Deed of Trust to the Superior Lienholder Deed of Trust.

AGREEMENT

NOW, THEREFORE, for valuable consideration, the receipt and sufficiency of which is hereby acknowledged, it is agreed as follows:

1. Subordinate Lienholder agrees that the Subordinate Lienholder Deed of Trust is subordinate to the Superior Lienholder Deed of Trust.

2. Superior Lienholder agrees not to modify, extend, or amend the terms and conditions of the Superior Lienholder Loan in any material respects, or to make any additional advances thereunder, without first obtaining Subordinate Lienholder's written consent. Without limiting the foregoing, Superior Lienholder agrees that it will not increase the principal amount of the Superior Lienholder Loan above the amounts currently owing thereunder or loan additional funds to the Borrower to be secured by the Property; provided nothing in this paragraph shall prevent Superior Lienholder from making advances pursuant to the terms of the Superior Lienholder Deed of Trust and the other documents and instruments evidencing or securing the Superior Lienholder Loan for the purpose of protecting its security for the Superior Lienholder Loan, enforcing its rights under the Superior Lienholder Loan documents, or preserving the lien of the Superior Lienholder Deed of Trust and the other security documents.

3. Superior Lienholder or its Agent agrees to provide Subordinate Lienholder with notice, in writing, of any default by the Borrower under the Superior Lienholder Loan for which Superior Lienholder has elected or intends to elect to declare a default. Superior Lienholder agrees to provide Subordinate Lienholder with an opportunity to cure any default or alleged default of the Borrower under the Superior Lienholder Loan. Subordinate Lienholder will have fifteen (15) days after written notice to cure monetary defaults on the Superior Lienholder Loan, and thirty (30) days after written notice to cure any other defaults; provided, however, with respect to non-monetary defaults which require more than thirty (30) days to cure, the cure period will be extended for an additional period reasonably necessary to cure the default, so long as Subordinate Lienholder commences the cure within the initial thirty (30) day period, and thereafter diligently pursues the cure to completion.

4. Unless otherwise provided by applicable law, any notice required to be given under this Agreement shall be given in writing, and shall be effective when actually delivered, when actually received by telefacsimile (unless otherwise required by law), when deposited with a nationally recognized overnight courier, or, if mailed, when deposited in the United States mail, as first class certified or registered mail postage prepaid, directed to the addresses shown near the beginning of this Agreement. Any party may change its address for notices under this Agreement by giving formal written notice to the other parties, specifying that the purpose of the notice is to change the party's address.

5. The provisions of this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns. This Agreement shall in all respects be governed, construed, applied and enforced in accordance with the laws of the State of Washington. In the event one or more provisions of this Agreement shall be invalid, illegal, or unenforceable, the validity or enforceability of the remaining provisions shall not in any way be affected.

6. This Agreement may be executed in multiple counterparts, all of which shall be deemed originals and with the same effect as if all parties hereto had signed the same document.

7. In the event an action is commenced to enforce or interpret this Agreement, the prevailing party shall be entitled to an award of its reasonable attorneys' fees and costs incurred in arbitration, at trial, or in any appeal therefrom.



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Skagit County Auditor

Whidbey Island Bank

By: Tammy Barnett
Title: Vice President

STATE OF Washington)
County of Skagit) ss.

I certify that I know or have satisfactory evidence that Tammy Barnett is the person who appeared before me, and said person acknowledged that he/she signed this instrument, on oath stated that he/she was authorized to execute the instrument and acknowledged it as the Vice President of Whidbey Island Bank to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: 7/30/2010

Janice L. Verburg
Notary Public for Washington State
My Commission Expires: 8/15/12
Janice L. Verburg

School Employees Credit Union of Washington

By: Robert McClaffrey
Title: FINANCIAL SUPPORT SUPERVISOR

STATE OF WA)
County of King) ss.



I certify that I know or have satisfactory evidence that Robert McClaffrey is the person who appeared before me, and said person acknowledged that he/she signed this instrument, on oath stated that he/she was authorized to execute the instrument and acknowledged it as the Financial Support Sup of School Employees Credit Union of Washington to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: 8/2/2010

Rebecca A. Ledbetter
Notary Public for SECUWA
My Commission Expires: 3/7/2014

