



201307190128

Skagit County Auditor

\$74.00

7/19/2013 Page

1 of

3 1:44PM

WHEN RECORDED RETURN TO:

Brent Carson / Duncan Greene
Van Ness, Feldman, GordonDerr
719 2nd Street, Suite 1150
Seattle, Washington 98104

GUARDIAN NORTHWEST TITLE CO.
SUBORDINATION INSTRUMENT

MA745-4

ACCOMMODATION RECORDING ONLY

Grantor/Subordinator: Owens Realty Mortgage, Inc., a Maryland corporation

Grantee: Forterra NW, a Washington nonprofit corporation

Abbreviated legal description: Ptns. of Secs. 10, 11, 14 & 15 in 34-4-E W.M.

Assessor's Tax Parcel Number(s):

Assessor's Property Tax Parcel or Account No.: APN's: P109225; P109241; P24443; P24483; P24480;
P24481; P24484; P24487; P24488; P24512; P24530; P24531; P24532; P24533; P24535; P24892;
P24895; P24896; P24897; P24731; P24743; P24801; P24805; P24806; P24890; P24891; P24892;
P24804', P24694', P128690

Recording Number(s) Affected: ~~200907310107 and 200909210132~~ 200604270155

EZ AF # 201307190125

The undersigned subordinator acknowledges, consents, and agrees as follows:

- Owens Realty Mortgage, Inc., a Maryland corporation, referred to herein as "Subordinator," is the sole owner and holder of a certain term note dated April 10, 2006. Such term note is secured by that certain Deed of Trust and Assignment of Rents, dated April 10, 2006, and recorded as Auditor's File No. 200604270155, Skagit County, Washington
- Subordinator is the sole legal and equitable beneficiary under the Security Instruments.
- Clear Valley Environmental Farm, LLC, a Washington limited liability company, and Clear Valley Environmental Farm II, Inc., a Washington corporation (collectively, the "Owner"), are the owners of all the real property legally described in the Security Instruments (the "Property").
- Owner has executed a Grant Deed of Conservation Easement, dated July 19, 2013, in favor of Forterra, a Washington nonprofit corporation (the grantee hereof, "Grantee"), in certain real property that includes a portion of the Property, which is recorded under

Auditor's File No. 201307190128 Skagit County, Washington (the "**Conservation Easement**"). The portion of the Property encumbered by the Conservation Easement is legally described in the Conservation Easement.

5. In consideration of benefits to Subordinator from Owner, the receipt and sufficiency of which are acknowledged, Subordinator does hereby unconditionally subordinate in perpetuity the lien of the Security Instruments and all of Subordinator's other rights in the Property, if any, to the Conservation Easement.
6. Subordinator acknowledges that prior to executing this Subordination Instrument, Subordinator has had opportunity to inspect the form of the Conservation Easement, and is fully aware of its contents, and consents to and approves the same.
7. Subordinator acknowledges that this Subordination Instrument results in Subordinator's interest in the Property becoming subject to, and of lower priority, than the Conservation Easement.
8. Subordinator agrees that any foreclosure of any or all of the Security Instruments shall not adversely affect the existence or continuing validity of the Conservation Easement. Subordinator acknowledges the rights of Grantee to enforce the Conservation Easement, with the same force and effect as if the Conservation Easement had been executed, delivered and recorded prior to the execution and delivery or other effective date of the Security Instruments.
9. This Subordination Instrument shall be the whole and only instrument regarding the subordination of the lien or charge of the Security Instruments to the Conservation Easement in favor of Grantee.
10. The Subordinator's successors and assigns shall be bound by this Subordination Instrument.
11. Subordinator hereby consents to Grantee inserting the dates and recording numbers of the Conservation Easement in the recording information section and in Section 3 above after Subordinator's execution of this instrument.
12. This Subordination Instrument and the rights of the parties shall be governed by and construed in accordance with the laws of the state of Washington. Venue for any action is in Skagit County.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]



WITNESS WHEREOF, the undersigned Subordinator has executed this instrument
this 28 day of June, ~~2010~~
2013.

OWENS REALTY MORTGAGE, INC., a Maryland corporation

BY: OWENS FINANCIAL GROUP, INC., a California corporation
ITS: Manager

By: [Signature]
William E. Dutra, Senior Vice President

STATE OF CALIFORNIA
COUNTY OF Contra Costa

On June 28, 2013, before me, Laura E. Quisito,
a Notary Public, personally appeared William E. Dutra,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the
within instrument and acknowledged to me that ~~he/she/they~~ executed the same in ~~his/her/their~~ authorized
capacity(ies), and that by ~~his/her/their~~ signature(s) on the instrument the person(s), or the entity upon behalf of
which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph
is true and correct.

Witness my hand and official seal.

[Signature]
SIGNATURE OF NOTARY

