

**When recorded return to:**

SaviBank  
1854 S. Burlington Blvd  
Burlington, WA 98233



201602050050

Skagit County Auditor \$75.00  
2/5/2016 Page 1 of 3 11:17AM

Filed for record at the request of:



**CHICAGO TITLE**  
COMPANY OF WASHINGTON

425 Commercial St  
Mount Vernon, WA 98273  
Escrow No.: 620026000

**CHICAGO TITLE**

620026000

**SUBORDINATION AGREEMENT**

**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 instruments.

The undersigned subordinator and owner agrees as follows:

1. SaviBank fka Business Bank referred to herein as "subordinator", is the owner and holder of a mortgage for a Line of Credit in the amount of Two Hundred Fifty Thousand and No/00 dollars (\$250,000.00) dated May 23, 2013 which is recorded under 201305230013, records of Skagit County, Washington.
2. Bay Equity LLC referred to herein as "lender", is the owner and holder of a mortgage in the amount of not more than Two Hundred Fifty Five Thousand and no/100 dollars (\$255,000.00) dated Feb. 1, 2016 executed by David L. Anderson and Jodee L. Anderson, husband and wife which is recorded under 201602050049 records of Skagit County, Washington. (which is to be recorded concurrently herewith).
3. David L. Anderson and Jodee L. <sup>Anderson</sup> ~~Anderson~~ husband and wife referred to herein as "owner", is the owner of all the real property described in the mortgage 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 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 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, 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.
6. It is understood by the parties hereto that "lender" would not make the loan secured by the mortgage 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 mortgage first above mentioned to the lien or charge 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 of the lien or charge thereof to a mortgage or mortgages to be thereafter executed.
8. The heirs, administrators, assigns and successors in interest of the "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.

**SUBORDINATION AGREEMENT**  
(continued)

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 his/her/their attorneys with respect thereto.

Dated: January 19<sup>th</sup>, 2016



By: Todd Anderson  
Signature

Print Name

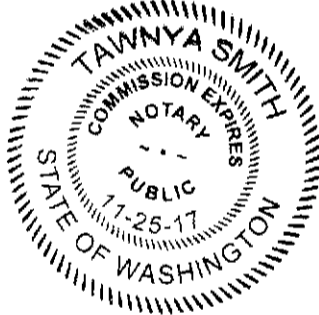
Its: SVP, Credit Officer  
Print Title

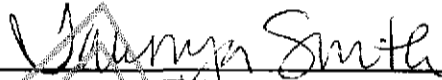
State of Washington

County of SKAGIT

I certify that I know or have satisfactory evidence that TODD ANDERSON is/are the person(s) who appeared before me, and said person acknowledged that (he/she/they) signed this instrument, on oath stated that (he/she/they) was authorized to execute the instrument and acknowledged it as the SVP/CREDIT OFFICER of CAVIRBANK to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: January 19, 2016



  
Name: TAWNYA SMITH  
Notary Public in and for the State of Washington  
Residing at: MARYSVILLE  
My appointment expires: 11-25-17

**EXHIBIT "A"**  
Legal Description

**For APN/Parcel ID(s): P124168 / 340426-1-003-0600 and P128193 / 340426-1-003-0900**

Lot 3, SKAGIT COUNTY SHORT PLAT NO. PL03-0808, as approved February 24, 2006 and recorded February 28, 2006, under Auditor's File No. 200602280136, records of Skagit County, Washington;

EXCEPT that portion of Lot 3 of Skagit County Short Plat No. PL-03-0808, described as follows:

Beginning at the Southeast corner of said Lot 3;  
Thence West along the South line thereof, a distance of 60.00 feet;  
Thence North along a line parallel with and 60.00 feet West of the East line of said Lot 3, a distance of 90.00 feet;  
Thence East along a line parallel with and 90.00 feet North of the South line of said Lot 3, a distance of 60.00 feet to the East line of Lot 3;  
Thence South along said East line, a distance of 90.00 feet to the point of beginning;

AND TOGETHER WITH the following described portion of Lot 1 of Skagit County Short Plat No. PL-03-0808, described as follows:

Beginning at the Northeast corner of Lot 3 of said short plat;  
Thence East along the Easterly extension of the North line of said Lot 3, a distance of 36.00 feet;  
Thence South along a line parallel with and 36.00 feet East of the West line of said Lot 1, a distance of 150.00 feet;  
Thence West along a line parallel with and 150.00 feet South of the Easterly extension of the North line of said Lot 3, a distance of 36.00 feet to the West line of said Lot 1;  
Thence North along said West line, a distance of 150.00 feet to the point of beginning.

Situated in Skagit County, Washington.