RÉTURN ADDRESS:

PÉOPLES BANK

Losin Services Department
PO Box 233

LYNDEN, WA 98264



Skagit County Auditor

\$77.00

2/25/2016 Page

1 of

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5 3:24PM

GUARDIAN NORTHWEST TITLE CO.

NOTICE: THIS SUBORDINATION OF DEED OF TRUST 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.

SUBORDINATION OF DEED OF TRUST

Reference # (if applicable): 17 # 20160122-0099

Additional on page ____

Grantor(s):

(s): 1. LG Anacortes, LLC

Grantee(s)

1. PEOPLES BANK

Legal Description: Lot 15, "THE ORCHARDS P.U.D."

Additional on page 2

Assessor's Tax Parcel ID#: 4882-000-015-0000 P123998

THIS SUBORDINATION OF DEED OF TRUST dated February 11, 2016, is made and executed among Gail Ballow ("Beneficiary"); Guardian Northwest Title - Skagit ("Trustee"); LG Anacortes, LLC ("Borrower"); and PEOPLES BANK ("Lender").

SUBORDINATION OF DEED OF TRUST (Continued)

Loan No: 5043853-211 (Continued) Page 2

SUBORDINATED INDEBTEDNESS. Beneficiary has extended the following described financial accommodations, secured by the Real Property (the "Subordinated Indebtedness"):

A PROMŠŠORY NOTE DATED JANUARY 8, 2016 IN THE AMOUNT OF \$357,000.00.

SUBORDINATED DEED OF TRUST. The Subordinated Indebtedness is or will be secured by the Real Property and evidenced by a deed of trust dated January 8, 2016 from LG Anacortes, LLC ("Trustor") to Guardian Northwest Title - Skagit ("Trustee") in Tayor of Gail Ballow ("Beneficiary") (the "Subordinated Deed of Trust") and recorded in Skagit County, State of Washington as follows:

A DEED OF TRUST DATED JANUARY 8, 2016 AND RECORDED JANUARY 22, 2016 UNDER AUDITOR'S FILE NO. 201601229088 RECORDS OF SKAGIT COUNTY, WASHINGTON.

REAL PROPERTY DESCRIPTION. The Subordinated Deed of Trust covers the following described real property (the "Real Property") located in Skapit County, State of Washington:

Lot 15, "THE ORCHARDS P.U.D.", according to the plat thereof recorded January 19, 2006, under Auditor's File No. 200601490126, records of Skagit County, Washington.

The Real Property or its address is commonly known as 4411 Orchard Avenue, Anacortes, WA 98221. The Real Property tax identification number is 4882-000-015-0000 P123998.

SUPERIOR INDEBTEDNESS. Lender has extended or has agreed to extend the following described financial accommodations to Borrower, secured by the Real Property (the "Superior Indebtedness"):

A PROMISSORY NOTE DATED FEBRUARY 11, 2016 IN THE AMOUNT OF \$308,600.00.

LENDER'S LIEN. The Superior Indebtedness is or will be secured by the Real Property and evidenced by a mortgage, deed of trust, or other lien instrument, dated rebruary 11, 2016, from Borrower to Lender (the "Lender's Lien") and recorded in Skagit County, State of Washington as follows:

A DEED OF TRUST DATED FEBRUARY 11, 2016 AND RECORDED FEB 25,2016 UNDER AUDITOR'S FILE NO. ______ RECORDS OF SKAGIT COUNTY, WASHINGTON.

As a condition to the granting of the requested financial accommodations, Lender has required that the Lender's Lien be and remain superior to the Subordinated Beed of Trust.

REQUESTED FINANCIAL ACCOMMODATIONS. Trustor, who may or may not be the same person or entity as Borrower, and Beneficiary each want Lender to provide financial accommodations to Borrower in the form of the Superior Indebtedness. Trustor and Beneficiary each represent and acknowledge to Lender that Beneficiary will benefit as a result of these financial accommodations from Lender to Borrower, and Beneficiary acknowledges receipt of valuable consideration for entering into this Subordination.

NOW THEREFORE THE PARTIES TO THIS SUBORDINATION HEREBY AGREE AS FOLLOWS:

SUBORDINATION. The Subordinated Deed of Trust and the Subordinated Indebtedness secured by the Subordinated Deed of Trust is and shall be subordinated in all respects to Lender's Lien and the Superior Indebtedness, and it is agreed that Lender's Lien shall be and remain, at all times, prior and superior to the lien of the Subordinated Deed of Trust. Beneficiary also subordinates to Lender's Lien all other Security Interests in the Real Property held by Beneficiary, whether now existing or hereafter acquired. The words "Security Interest" mean and include without limitation any type of collateral security, whether in the form of a lien, charge, mortgage, deed of trust, assignment, pledge, chattel mortgage, chattel trust, factor's lien, equipment trust, conditional sale, trust receipt, lien or title retention contract, lease or consignment intended as a security device, or any other security or lien interest whatsoever, whether created by law, contract, or otherwise.

BENEFICIARY'S REPRESENTATIONS AND WARRANTIES. Beneficiary represents and warrants to Lender that: (A) no representations or agreements of any kind have been made to Beneficiary which would limit or qualify in any way the terms of this Subordination; (B) this Subordination is executed at Borrower's request and not at the request of Lender; (C) Lender has made no representation to Beneficiary as to the creditworthiness of Borrower; and (D) Beneficiary has established adequate means of obtaining from Borrower on a continuing basis information regarding Borrower's financial condition. Beneficiary agrees to keep adequately informed from such means of any facts, events, or circumstances which might in any way affect Beneficiary's risks under this Subordination, and Beneficiary further agrees that Lender shall have no obligation to disclose to Beneficiary information or material acquired by Lender in the course of its relationship with Beneficiary.

BENEFICIARY WAIVERS. Beneficiary waives any right to require Lender: (A) to make, extend, renew, or modify any loan to Borrower or to grant any other financial accommodations to Borrower whatsoever; (B) to make any presentment, protest, demand, or notice of any kind, including notice of any nonpayment of any Superior Indebtedness secured by Lender's Lien, or notice of any action or nonaction on the part of Borrower, Lender, any surety, endorser, or other guarantor in connection with the Superior Indebtedness, or in connection with the creation of new or additional indebtedness; (C) to resort for payment or to proceed directly or at once against any person, including Borrower; (D) to proceed directly against or exhaust any collateral held by Lender from Borrower, any other guarantor, or any other person; (E) to give notice of the terms, time, and place of any public or private sale of personal property security held by Lender from Borrower or to comply with any other applicable provisions of the Uniform Commercial Code; (F) to pursue any other remedy within Lender's power; or (G) to commit any act or omission of any kind, at any time, with respect to any matter whatsoever.

LENDER'S RIGHTS. Lender may take or omit any and all actions with respect to Lender's Lien without affecting whatsoever any of Lender's rights under this Subordination. In particular, without limitation, Lander may, without notice of any kind to Beneficiary, (A) make one or more additional secured or unsecured loans to Borrower; (B) repeatedly alter, compromise, renew, extend, accelerate, or otherwise change the time for payment or other terms of the Superior Indebtedness or any part of it, including increases and decreases of the rate of interest or the Superior Indebtedness; extensions may be repeated and may be for longer than the original loan term; (C) take and held collateral for the payment of the Superior Indebtedness, and exchange, enforce, waive, and release any such collateral, with or without the substitution of new collateral; (D) release, substitute, agree not to sue, or deal with any one or more of Borrower's sureties, endorsers, or guarantors on any terms or manner Lender chooses; (E) determine how, when and what application of payments and credits, shall be made on the Superior Indebtedness; (F) apply such security and direct the order or manner of sale of the security, as Lender in its discretion may determine; and (G) transfer this Subordination to another party.

DEFAULT BY BORROWER. If Borrower becomes insolvent or bankrupt, this Subordination shall remain in full force and effect. Any default by Borrower under the terms of the Subordinated Indebtedness also shall constitute an event of default under the terms of the Superior Indebtedness in favor of Lender.

SUBORDINATION OF DEED OF TRUST

5an No: 5043853-211 (Continued) Page 3

MISCEL LANEOUS PROVISIONS. The following miscellaneous provisions are a part of this Subordination:

Amendments. This Subordination constitutes the entire understanding and agreement of the parties as to the matters set forth in this Subordination. No alteration of or amendment to this Subordination shall be effective unless given in writing and signed by the party or parties sought to be charged or bound by the alteration or

Attorneys Fees; Expenses. If Lender institutes any suit or action to enforce any of the terms of this Subordination, Lender shall be entitled to recover such sum as the court may adjudge reasonable as attorneys' fees at trial and upon any appeal. Whether or not any court action is involved, and to the extent not prohibited by law, all reasonable expenses Lender incurs that in Lender's opinion are necessary at any time for the protection of its an reasonable expenses Lender incurs that in Lender's opinion are necessary at any time for the protection of its interest of the enforcement of its rights shall become a part of the Indebtedness payable on demand and shall bear interest at the liote rate from the date of the expenditure until repaid. Expenses covered by this paragraph include, without limitation, however subject to any limits under applicable law, Lender's attorneys' fees and Lender's legal expenses, whether or not there is a lawsuit, including attorneys' fees and expenses for bankruptcy proceedings (including efforts to modify or vacate any automatic stay or injunction), appeals, and any anticipated post-judgment collection services, the cost of searching records, obtaining title reports (including foreclosure reports), surveyors' reports, and appraisal fees, title insurance, and fees for the Trustee, to the extent permitted by applicable law. Beneficiary also will pay any court costs, in addition to all other sums provided by law

Authority. The person who signs this Subordination as or on behalf of Beneficiary represents and warrants that he or she has authority to execute this Subordination and to subordinate the Subordinated Indebtedness and the Beneficiary's security interests in Beneficiary's property, if any.

Caption Headings. Caption headings in this Subordination are for convenience purposes only and are not to be used to interpret or define the provisions of this Subordination.

Governing Law. This Subordination will be governed by federal law applicable to Lender and, to the extent not preempted by federal law the laws of the State of Washington without regard to its conflicts of law provisions. This Subordination has been accepted by Lender in the State of Washington.

Choice of Venue. If there is a lawsuit, Beneficiary agrees upon Lender's request to submit to the jurisdiction of the courts of Skagit County, State of Washington,

Successors. This Subordination shall extend to and bind the respective heirs, personal representatives, successors and assigns of the parties to this Subordination, and the covenants of Beneficiary herein in favor of Lender shall extend to, include, and be enforceable by any transferce or endorsee to whom Lender may transfer any or all of the Superior Indebtedness.

No Waiver by Lender. Lender shall not be deemed to have waived any rights under this Subordination unless such waiver is given in writing and signed by Lender. No delay or omission on the part of Lender in exercising any right shall operate as a waiver of such right or any other right. A waiver by Lender of a provision of this Subordination shall not prejudice or constitute a waiver of Lender's right otherwise to demand strict compliance with that provision or any other provision of this Subordination. No prior waiver by Lender, nor any course of dealing between Lender and Beneficiary, shall constitute a waiver of any of Lender's rights or of any of Beneficiary's obligations as to any future transactions. Whenever the consent of Lender is required under this Subordination, the granting of such consent by Lender in any instance shall not constitute continuing consent to subsequent instances where such consent is required and in all cases such consent may be granted or withheld in the sole discretion of Lender.

BORROWER: LG ANACORTES, LLC OLD CITY HALT HOLDINGS CORD, Member of LG Anacortes, LLC Authorized Signer for Old City Hall Holdings Corp BENEFICIARY Gail Ballow TRUSTEE: GUARDIAN NORTHWEST TITLE Northwest Title - Skagit

Authorized Signer for Guardian Northwest Title - Skagit

SUBORDINATION OF DEED OF TRUST (Continued)

Loan No: 5043853-211	(Continued)	rage 4
LENDER:		
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PEOPLES BANK		
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Authorized Officer		
LIMITED LIABILITY COMPANY ACKNOWLEDGMENT		
LIMITED LIABIL	ITY COMPANY ACKNOWLE	DGMENI
STATE OF WASHINGTON	, DIA	NA K WHITNEY
STATE OF WHORINGTON		OTARY PUBLIC
COUNTY OF SKAGE	STATE	OF WASHINGTON
CODET OF ORAGA	/	PIRES 5/15/2017
On this 18th day of	EBRUARY 2016	, before me, the undersigned
Notary Public, personally appeared	RIAN GENTRY JERESIDA	of Old City
Hall Holdings Corp, Member of LG Anacc satisfactory evidence to be a member	designated agent of the limited liabil	ity company that executed the
Subordination of Deed of Trust and acknowled limited liability company, by authority of sta	vledged the Subordination to be the free a	nd voluntary act and deed of the
purposes therein mentioned, and on oath s	tated that he or she is authorized to execu	ute this Subordination and in fact
executed the Subordination on behalf of the		
By Wana K. Whatrey	Residing at	
Notary Public in and for the State of WA	My commis	sion expires 15 MAY 2017
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STATE OF WUSHINGTON) ss	PUBLIC / >
COUNTY OF SKUULT	\$\langle \langle \lang	07-07-2010
		PUBLIC 07-07-2018 OF WASHING
On this day before me, the undersigned N	Notary Public, personally appeared Gall Ba	now, personany known to me or
proved to me on the basis of satisfactory e of Deed of Trust, and acknowledged that	vidence to be the individual described in and ne or she signed the Subordination as his	or her free and voluntary act and
of Deed of Trust, and acknowledged that deed, for the uses and purposes therein me Given under my hand and official seal this	ntioned.	
		many , 2016
But laime fruit	Residing at	Mount vernon
Notary Public in and for the State of WA	My commis	sion expires <u>7-7-19</u>
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CORPORATE ACKNOWLEDGMENT		
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STATE OF)	
· · · · · · · · · · · · · · · · · · ·) ss	
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On this day of _ Notary Public, personally appeared	, 20	, before me, the undersigned
and personally known to me or proved to re corporation that executed the Subordination	ne on the basis of satisfactory evidence to n of Deed of Trust and acknowledged the	be (an) authorized agent(s) of the Subordination 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, a Subordination and in fact executed the Sub	ordination on behalf of the corporation.	orare authorized to execute tills
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	ivesimily at	
Notary Public in and for the State of	My commis	sion expires

SUBORDINATION OF DEED OF TRUST .ban No: 5043853-211 (Continued) Page 5 CORPORATE ACKNOWLEDGMENT STATE OF) SS COUNTY OF) On this , 20 _ _, before me, the undersigned day of Notary Public, personally appeared and personally known to me or proved to me on the basis of satisfactory evidence to be (an) authorized agent(s) of the corporation that executed the Subordination of Deed of Trust and acknowledged the Subordination 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 mantioned, and on oath stated that he or she/they is/are authorized to execute this Subordination and in fact executed the Subordination on behalf of the corporation. Residing at Notary Public in and for the State of My commission expires LENDER ACKNOWLEDGMENT SARA PORTER Notary Public, State of Washington My Commission Expires March 16, 2018 COUNTY OF 20 16 HELDOWN Residing at Notary Public in and for the State of WAT Copr. D+H USA Corporation 1997, 2018.
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