



Return Address:

Indecomm Global Services
as Recording Agent Only
1260 Energy Lane
St. Paul, MN 55108

Please print or type information **WASHINGTON STATE RECORDER'S Cover Sheet** (RCW 65.04)

Document Title(s) (or transactions contained therein): (all areas applicable to your document **must** be filled in) **SUBORDINATION AGREEMENT** Rec 2nd

Reference Number(s) of related Documents:
201303110054 201604070008
Additional reference #'s on page _____ of document

Grantor(s) (Last name, first name, initials)
1ST SECURITY BANK OF WASHINGTON
GRESO, PATRICK A AND GRESO, HEIDI M
Additional names on page _____ of document

Grantee(s) (Last name first, then first name and initials)
QUICKEN LOANS, INC.
Additional names on page _____ of document.

Trustee

Legal description (abbreviated: i.e. lot, block, plat or section, township, range)
LT 7, SUN RIVER RANCHETTES, AFN 8809280018
Additional legal is on page 9 of document

Assessor's Property Tax Parcel/Account Number Assessor Tax # not yet assigned
350713-0-016-0009

The Auditor/Recorder will rely on the information provided on the form. The staff will not read the document to verify the accuracy or completeness of the indexing information provided herein. USR / 80271657

6127947-339007

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 INSTRUMENT.

The undersigned Owner and Fixture Lender agree as follows:

1. Mortgage Loan.

1.1 The Party identified on the cover page to this Subordination Agreement as "**Mortgage Lender**" is the owner and holder of a mortgage or deed of trust of even date herewith (the "**Mortgage**") executed by the party or parties identified on the cover page to this Subordination Agreement as "**Owner**".

1.2 The Mortgage encumbers the property legally described on the cover page and on **Exhibit A** to this Subordination Agreement (the "**Property**"). The Property is located in the County in the State of Washington designated on Exhibit A (the "**County**"). The Mortgage was recorded in the real property records of the County under the recording number identified on the cover page to this Subordination Agreement.

1.3 The Mortgage secures repayment of a loan from Mortgage Lender (the "**Mortgage Loan**") in the present maximum principal amount of Two Hundred Twenty Thousand Nine Hundred **DOLLARS (\$220,900.00)**. The Mortgage and the promissory note and other documents relating to the Mortgage Loan are sometimes hereinafter referred to collectively as the "**Mortgage Loan Documents**".

2. Fixture Loan. 1ST SECURITY BANK OF WASHINGTON ("**Fixture Lender**") has made a loan to Owner which is secured by the collateral ("**Fixture Collateral**") described in a UCC Fixture Filing (the "**Fixture Filing**") which is recorded or filed in the real property records of the County under the recording or filing number identified on the cover page to this Subordination Agreement. The Fixture Filing and the promissory note, security agreement and other documents relating to the Fixture Loan are sometimes hereinafter referred to collectively as the "**Fixture Loan Documents**".

3. Property and Fixture Collateral Ownership. Owner is the sole owner of the Property and the Fixture Collateral.

4. Subordination of Fixture Filing. Fixture Lender agrees, for the benefit of Mortgage Lender, that: (i) its security interest in the Fixture Collateral is subject and

subordinate to the lien of the Mortgage and all advances or charges made or accruing thereunder, including any and all extensions, modifications (other than those prohibited by Section 5 below) and renewals thereof, additional advances thereunder to preserve and protect the collateral or to cure defaults under the Mortgage Loan Documents (whether or not Mortgage Lender is obligated or committed to make such advances) and capitalization of interest, costs and fees in connection with any of the foregoing; and (ii) Fixture Lender claims no interest in any portion of the Property other than the Fixture Collateral.

5. **Prohibited Modifications of Mortgage Loan.** Owner agrees that without the consent of Fixture Lender, which may be granted or withheld in the sole discretion of Fixture Lender, Owner will not seek, or agree to, any modification of the Mortgage Loan Documents so as to: (i) shorten the maturity date of the Mortgage Loan; (ii) cross-default the Mortgage Loan with any other indebtedness of Owner; (iii) increase the interest rate on the Mortgage Loan (other than increases which are contemplated by the Mortgage Loan Documents as they exist today) or (iv) increase the principal amount of the Mortgage Loan. Any modification of the Mortgage Loan in violation of this Section 5 will render the subordination made in this Agreement null and void.

6. **Acknowledgments of Fixture Lender.** Fixture Lender acknowledges that, prior to the execution thereof, it has had the opportunity to examine the terms of the Mortgage and the Mortgage Loan Documents and consents to the same. Fixture Lender further acknowledges that Mortgage Lender has no obligation to Fixture Lender to advance any funds under the Mortgage or to see to the application of Mortgage Lender's loan funds, and any application or use of such funds for purposes other than those provided for in the Mortgage or any of the other Mortgage Loan Documents shall not defeat the subordination herein made in whole or in part. It is understood by the parties hereto that Mortgage Lender would not make the Mortgage Loan without this Agreement.

7. **Actions by Mortgage Lender; Fixture Lender's Waivers.** Mortgage Lender, without the consent of or notice to Fixture Lender, may release any or all parties liable for any obligation secured by the Mortgage Loan Documents, and release any or all security for the obligations secured by the Mortgage, all without affecting the subordination of the Fixture Filing. Fixture Lender waives any right to require marshaling of assets or to require Mortgage Lender to proceed against or exhaust any specific security for the obligations secured by the Mortgage, and waives any defense arising out of the loss or impairment of any right of subrogation to the lien of the Mortgage. With the exception of modifications prohibited by Section 5 above, Mortgage Lender and Owner may freely enter into extensions, modifications and renewals of the

Mortgage Loan Documents without notice to or consent of the Fixture Lender and no such modification, extension or renewal shall defeat the subordination made in this Agreement in whole or in part.

8. **Entire Agreement; Mortgage Lender Acceptance.** This Agreement shall be the whole and only agreement between the parties hereto with regard to the subordination granted herein and shall supersede and cancel any prior agreements as to such subordination. Fixture Lender has agreed to the subordination herein contained on the conditions set forth in this Agreement. By making the Mortgage Loan, Mortgage Lender shall be deemed to have accepted the conditions to Fixture Lender's subordination which are set forth herein.

9. **Successors and Assigns.** The heirs, administrators, assigns and successors in interest of Owner, Fixture Lender and Mortgage Lender shall be bound by this Agreement.

10. **Notices.** All notices, demands or other communications to be given or sent pursuant to this agreement shall be given in the manner set forth in the Fixture Loan Documents.

11. **Governing Law; Attorneys Fees.** This Agreement shall be governed by and construed in accordance with the laws of the State where the Property is located. The prevailing party shall be entitled to its reasonable attorney's fees and all other costs and expenses in any action to enforce or interpret this Agreement.


[Signatures Appear on Following Page]

Subordination Agreement Signature Page

DATED as of the 20th day of January, 2016.

**FIXTURE
LENDER:**

**1ST SECURITY BANK OF
WASHINGTON**

By: 
Name: Cassie Rice
Title: Credit Analyst

OWNER:

Patrick K Greso (type or print name)


Heidi M Greso (type or print name)

Subordination Agreement Signature Page

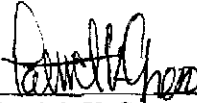
DATED as of the 20th day of January, 2016.

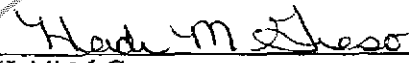
**FIXTURE
LENDER:**

**1st SECURITY BANK OF
WASHINGTON**

By: 
Name: Cassie Rice
Title: Credit Analyst

OWNER:


Patrick K Greso (type or print name)


Heidi M Greso (type or print name)

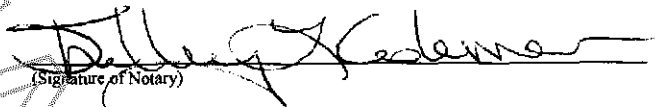
STATE OF Washington

ss.

COUNTY OF Snohomish

I certify that I know or have satisfactory evidence that Cassie Rice is the person who appeared before me, and said person acknowledged that said person signed this instrument, on oath stated that said person was authorized to execute the instrument and acknowledged it as the Credit Analyst of 1ST SECURITY BANK OF WASHINGTON to be the free and voluntary act of such entity for the uses and purposes mentioned in the instrument.

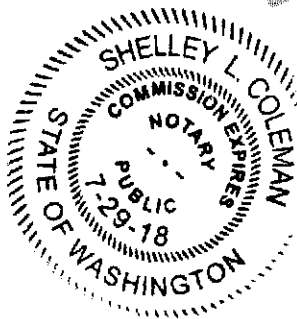
DATED this 20th day of January, 2016


(Signature of Notary)

Shelley L. Coleman
(Legibly Print or Stamp Name of Notary)

Notary public in and for the State of Washington, residing at Snohomish County.

My appointment expires July 29, 2018.



UNOFFICIAL DOCUMENT

STATE OF WASHINGTON

SS.

COUNTY OF Skagit

I certify that I know or have satisfactory evidence that Heini M. Corso is the person who appeared before me, and said person acknowledged that said individual signed this instrument and acknowledged to be his or her free and voluntary act and deed for the uses and purposes mentioned in the instrument.

DATED this 23 day of MARCH, 2016.

Jan Willis

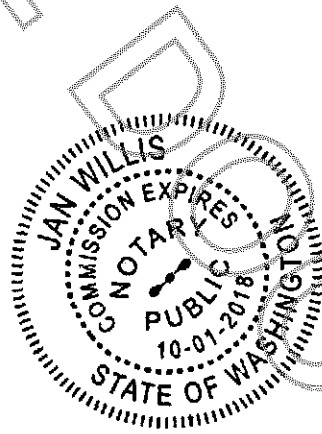
(Signature of Notary)

Jan Willis

(Legibly Print or Stamp Name of Notary)

Notary public in and for the State of WA, residing at MT. Vernon WA

My appointment expires 10-1-18



STATE OF WASHINGTON |
COUNTY OF Spokane | SS.

I certify that I know or have satisfactory evidence that Patrick K. Creso is the person who appeared before me, and said person acknowledged that said individual signed this instrument and acknowledged to be his or her free and voluntary act and deed for the uses and purposes mentioned in the instrument.

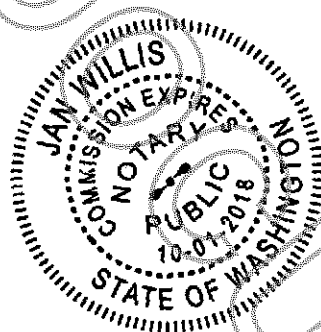
DATED this 23 day of March, 2016

Jan Willis
(Signature of Notary)

JAN WILLIS
(Legibly Print or Stamp Name of Notary)

Notary public in and for the State of WA, residing at 1071 Verden WA

My appointment expires 10-1-18



LEGAL DESCRIPTION

EXHIBIT "A"

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE COUNTY OF SKAGIT, STATE OF WASHINGTON, AND IS DESCRIBED AS FOLLOWS:

PARCEL A:

THAT PORTION OF LOT 7 OF THE PLAT OF SUN RIVER RANCHETTES AS RECORDED IN VOLUME 14 OF PLATS, PAGES 55 AND 56 UNDER AUDITOR'S FILE NO. 8809280018, RECORDS OF SKAGIT COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE SOUTHEASTERLY RIGHT OF WAY LINE OF THE SOUTH SKAGIT HIGHWAY AND THE SOUTHWESTERLY RIGHT OF WAY LINE OF LOWER FINNEY CREEK ROAD, ALL AS SHOWN ON SAID PLAT;

THENCE SOUTH 54°54'26" EAST ALONG SAID SOUTHWESTERLY LINE OF LOWER FINNEY CREEK ROAD, A DISTANCE OF 119.93 FEET TO THE NORTHWESTERLY CORNER OF THE "EXCEPTION" TRACT SHOWN ON SAID PLAT AND THE POINT OF BEGINNING OF THIS DESCRIPTION;

THENCE NORTH 54°54'26" WEST ALONG SAID SOUTHWESTERLY LINE OF LOWER FINNEY CREEK ROAD, A DISTANCE OF 4.40 FEET TO A POINT ON THE LINE OF AN EXISTING FENCE;

THENCE SOUTH 45°30'36" WEST ALONG SAID FENCE LINE, A DISTANCE OF 208.11 FEET TO THE WESTERLY EXTENSION OF THE SOUTHERLY LINE OF SAID "EXCEPTION" TRACT;

THENCE SOUTH 61°15'42" EAST ALONG SAID EXTENSION, A DISTANCE OF 42.29 FEET TO THE SOUTHWESTERLY CORNER OF SAID "EXCEPTION" TRACT;

THENCE NORTH 35°05'34" EAST ALONG THE WESTERLY LINE OF SAID "EXCEPTION" TRACT, A DISTANCE OF 200.00 FEET TO THE POINT OF BEGINNING OF THIS DESCRIPTION; CONTAINING 4650 SQUARE FEET.

SITUATED IN SKAGIT COUNTY, WASHINGTON

PARCEL B:

THAT PORTION OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 13, TOWNSHIP 35 NORTH, RANGE 7 EAST, W.M., RECORDS OF SKAGIT COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT IN LOT 7, SAID SECTION 13, LOCATED ON THE SOUTH LINE OF AN EASEMENT AND RIGHT OF WAY GRANTED TO SKAGIT COUNTY BY JOHN A. JOHNSON AND CORA M. JOHNSON, HIS WIFE ON THE 25TH DAY OF JANUARY 1950, SPECIFICALLY DESCRIBED AS A STRIP OF LAND 30 FEET WIDE IN LOT 7, SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER AND SOUTH HALF OF THE SOUTHEAST QUARTER OF SECTION 13, TOWNSHIP 35 NORTH, RANGE 7 EAST, W.M., BEING 15 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE;

FROM A POINT ON THE CENTERLINE OF THE P.S. AND CASCADE RAILWAY, WHICH POINT BEARS NORTH 30°12' WEST, A DISTANCE OF 1528.67 FEET FROM THE SOUTH ONE QUARTER CORNER OF SAID SECTION 13, AND WHICH IS THE INITIAL POINT OF THIS DESCRIPTION, RUN SOUTH 55°07'30" EAST, 195.8 FEET;

THENCE SOUTH 73°12'30" EAST, 167.4 FEET;

THENCE SOUTH 86°40'30" EAST, 947.0 FEET;

THENCE SOUTH 59°05'30" EAST, 562.0 FEET;

THENCE SOUTH 28°27'30" EAST, 206.0 FEET;

THENCE SOUTH 36°52'30" EAST 316.2 FEET;

THENCE SOUTH 71°42'30" EAST, 475.4 FEET;

THENCE SOUTH 75°54'30" EAST, 448.5 FEET;

THENCE SOUTH 48°39' EAST, 290 FEET, MORE OR LESS, TO THE SOUTH LINE OF SECTION 13, TOWNSHIP 35 NORTH, RANGE 7 EAST, W.M., SAID POINT OF BEGINNING BEING 293 FEET SOUTH FROM THE INTERSECTION OF THE SOUTH LINE OF SAID EASEMENT AND THE CENTERLINE OF THE PUGET SOUND AND CASCADE RAILWAY (NOW A COUNTY ROAD). FROM THE POINT OF BEGINNING PROCEED IN A NORTHWESTERLY DIRECTION ALONG THE SOUTH LINE OF SAID EASEMENT AND RIGHT OF WAY FOR A DISTANCE OF 128 FEET;

THENCE IN A SOUTHWESTERLY DIRECTION ALONG A LINE AT RIGHT ANGLES AND PERPENDICULAR TO THE SOUTH LINE OF SAID EASEMENT FOR A DISTANCE OF 200 FEET;

THENCE IN A SOUTHEASTERLY DIRECTION FOR A DISTANCE OF APPROXIMATELY 300 FEET, MORE OR LESS TO A POINT ON THE WEST BOUNDARY OF REAL PROPERTY PRESENTLY OWNED BY AND RECORDED IN THE NAME OF THOMAS C. JENSEN, SAID POINT BEING 250 FEET SOUTH OF THE POINT OF BEGINNING IN A STRAIGHT LINE ALONG THE WEST LINE OF SAID REAL PROPERTY PRESENTLY OWNED BY THOMAS C. JENSEN; THENCE NORTHERLY 250 FEET IN A STRAIGHT LINE TO THE POINT OF BEGINNING.

SITUATED IN SKAGIT COUNTY, WASHINGTON.

Parcel ID: P42568/350713-0-016-0009

Commonly known as 41398 Lower Finney Creek Rd, Concrete, WA 98237
However, by showing this address no additional coverage is provided

Recording jurisdiction: Skagit

ABBREVIATED LEGAL: LOT(S): PTN LOT 7 SUN RIVER RANCHETTES AND PTN SE SW, 13-35-07



+U05760964*

1632 4/4/2016 80271657/2