

SUBORDINATION AGREEMENT

THIS AGREEMENT made this 22nd day of September, 2020, in favor of UMPQUA BANK it's successors and/or assigns, with an office at 6610 SW CARDINAL LN, STE 300, TIGARD, OR 97224 ("Lender") by KEYBANK NATIONAL ASSOCIATION, having a place of business at 4910 Tiedeman Road, STE C, Cleveland, Ohio 44144. ("Subordinate Lender")

WITNESSETH:

WHEREAS, Subordinate Lender is the owner and holder of the following Mortgage/Deed of Trust covering the property located at 10761 BAY MEADOWS LN, BURLINGTON, WA 98233 and as more fully described therein ("Mortgaged Property"), and of the note or bond which said Mortgage/Deed of Trust secures ("Subordinate Lender Note"):

a) Mortgage/Deed of Trust dated September 1, 2017, made by: TODD M CARR and REBECCA A CARR to KEYBANK NATIONAL ASSOCIATION to secure the sum of \$92,000.00 recorded on Real Property in the SKAGIT County Recorder/Clerk's Office in WA Book/Liber 201709190028 Page N/A. ("Subordinate Lender Mortgage").

WHEREAS, on condition that the Subordinate Lender Mortgage/Deed of Trust be subordinated in the manner hereinafter appearing, Lender has or is about to accept a mortgage/deed of trust covering the Mortgaged Property, made by TODD M CARR and REBECCA A CARR ("Borrower") to Lender to secure an amount not to exceed (\$360,000.00) and interest, said mortgage/deed of trust being hereinafter collectively referred to as the "Lender Mortgage/Deed of Trust".

NOW, THEREFORE, in consideration of One Dollar (1.00) and other good and valuable consideration and to induce Lender to accept the Lender Mortgage/Deed of Trust the receipt and sufficiency of said consideration being hereby acknowledged, Subordinate Lender does hereby covenant, consent and agree with Lender as follows:

The Subordinate Lender Mortgage/Deed of Trust shall be and is hereby made subject and subordinate in lien to the lien of the Lender Mortgage/Deed of Trust in the principal amount not to exceed \$360,000.00 and interest together with any and all advances heretofore or hereinafter made and pursuant to the Lender Mortgage/Deed of Trust and together with any and all renewals or extensions of the Lender Mortgage/Deed of Trust or the note secured thereby, ("Lender Note").

THIS AGREEMENT may not be changed or terminated orally and shall be binding upon and inure to the benefit of the respective heirs, legal representatives, successors and assigns, of the parties hereto.

IN WITNESS WHEREOF, Subordinate Lender hereto has duly executed this agreement the day and year first above written.

KEYBANK NATIONAL ASSOCIATION

TED BUDNER, OFFICER

ASHLEY HILFINGER, WITH

MELISSA DAILY, NOTARY

STATE OF OHIO

COUNTY OF STARK

Before me, a Notary Public in and for the said County and State, personally appeared TED BUDNER, OFFICER of KEYBANK NATIONAL ASSOCIATION, the corporation which executed the foregoing instrument who acknowledged that they did sign the foregoing instrument for and on behalf of said corporation, being thereunto duly authorized, and that the same is the free act and deed individually and as such officers and free act of deed of said corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal at Canton, Ohio, this the 22nd day of September, 2020.

Notary Public

My commission expires:

THIS INSTRUMENT PREPARED BY: KEYBANK NATIONAL ASSOCIATION

When recorded mail to: KEYBANK NATIONAL ASSOCIATION P.O.BOX 6899 CLEVELAND, OH 44101