

AFTER RECORDING RETURN TO:  
City of Bellingham  
Public Works, Engineering  
210 Lottie Street  
Bellingham, WA 98225

**SUBORDINATION AGREEMENT**

Grantor: \_\_\_\_\_

Grantee: City of Bellingham

Related Document: \_\_\_\_\_

**THIS SUBORDINATION AGREEMENT ("Agreement")** is entered into by and \_\_\_\_\_ ("**Lender**"), and the CITY OF BELLINGHAM, a municipal corporation and first-class city of the State of Washington (the "**City**").

**WHEREAS**, Lender holds and owns a Promissory Note dated \_\_\_\_\_ made by \_\_\_\_\_ ("**Borrowers**") to Lender in the principal sum of \_\_\_\_\_ ("**Note**") which is secured by a Deed of Trust dated \_\_\_\_\_ recorded under Auditor's File No. \_\_\_\_\_, records of Whatcom County, Washington ("**Security Interest**"), covering the real property described therein ("**Property**"); and

**WHEREAS**, Borrowers, who are the present owners of the Property, have executed and delivered to the City a \_\_\_\_\_ ("**Easement**") encumbering the Property, recorded concurrently herewith under Auditor's File No. \_\_\_\_\_, records of Whatcom County, Washington; and

**WHEREAS**, Borrower and the City desire Lender to consent to the \_\_\_\_\_ and subordinate its Security Interest to said \_\_\_\_\_ for the sole and limited purpose of ensuring that the City's \_\_\_\_\_ will not be extinguished by any foreclosure of the Security Interest.

**NOW, THEREFORE**, for and in consideration of the benefits to accrue to the Property by virtue of the Easement, the parties hereby agree as follows:

1. Lender consents to the granting of the \_\_\_\_\_.

2. Lender subordinates its Security Interest in the Property to the City's interest in the Property arising under the \_\_\_\_\_ for the sole and limited purpose of ensuring that the City's \_\_\_\_\_ will not be extinguished by any foreclosure of the Security Interest.

3. This Agreement shall bind Lender and its successors and assigns and shall inure to the benefit of the City and its successors and assigns.

4. It is understood that this Agreement does not constitute a satisfaction of the indebtedness of the Note and Security Interest referenced herein.

**EXECUTED** this \_\_\_ day of \_\_\_\_\_, 20\_\_ for Lender,  
\_\_\_\_\_, by:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name and Title

Approved as to Form by: \_\_\_\_\_  
Office of the City Attorney, City of Bellingham Date

**ACKNOWLEDGEMENT**

STATE OF WASHINGTON    )  
  ) ss.  
COUNTY OF WHATCOM    )

I certify that I know or have satisfactory evidence that \_\_\_\_\_ is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as the \_\_\_\_\_ of \_\_\_\_\_ to be the free and voluntary act of such party for the uses and purposes mentioned in this instrument.

DATED this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
NOTARY PUBLIC in and for the State of Washington  
My appointment expires: \_\_\_\_\_