

SK-13383

AMENDMENT TO SUBORDINATION AGREEMENT

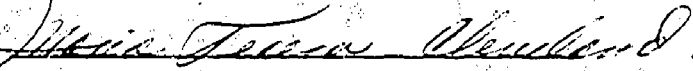
01-05-09-0-0-0811-00

1. On or about the 10th day of November, 1983, MARIA TERESA CLEVELAND, a married woman, as her separate estate, of 1217 N.E. Burnside, Suite 803, Gresham, Oregon 97030, herein referred to as "Trustor", and R-J LAND DEVELOPMENT, INC., a Washington corporation, and MARION Z. LAMB and DOROTHY A. LAMB, husband and wife, of 7012 N.E. 74th, Vancouver, Washington, 98662, herein referred to as "Beneficiary" and HERITAGE BANK, a Washington corporation, herein referred to as "Beneficiary's Assignee" entered into a Subordination Agreement which is attached hereto and incorporated herein by this reference.
2. Trustor has previously been loaned \$156,000.00 secured by a Deed of Trust dated September 12, 1983, and recorded September 19, 1983, Book 59, Page 633, Skamania County Records, State of Washington.
3. Trustor desires to obtain an additional amount of \$124,000.00.
4. Lender requires that such additional advance also be secured by a Deed of Trust that will be prior to the Deed of Trust in favor of Beneficiary or Beneficiary Assignee.
5. For the reasons set forth above, and in consideration of the mutual covenants and promises of the parties hereto, Beneficiary and Beneficiary's Assignee covenant and agree as follows:
 - a. SUBORDINATION. As an inducement to Lender to grant such additional loan to Trustor, Beneficiary and Beneficiary's Assignee, and Trustor do hereby subordinate the above-described deed of trust of December 15, 1982, and any assignment of beneficial interest thereto, in favor of Beneficiary, to the deed of trust as amended in favor of Lender, which amendment is being recorded concurrently herewith.
 - Beneficiary, Beneficiary's Assignee, and Trustor further declare that the lien of the deed of trust in favor of the Lender shall be and is in all respects a lien prior and superior to the lien of the deed of trust in favor of Beneficiary, as well as Beneficiary's Assignee.
 - b. APPROVAL OF LOAN. The terms of the loan dated March 12, 1984 in the amount of \$124,000.00 from Lender to Trustor are approved by Beneficiary and Beneficiary's Assignee.
 - c. BINDING EFFECT. This agreement shall inure to the benefit of Lender, its successors and assignees, and shall be binding on Beneficiary, Beneficiary's Assignee, and Trustor, their successors and assigns.

IN WITNESS WHEREOF, the parties have executed this agreement on the date first above written.

TRUSTOR:

MARIA TERESA CLEVELAND



BENEFICIARY:

R-J LAND DEVELOPMENT, INC.

By:

(Title)

MARION Z. LAMB

DOROTHY A. LAMB

HERITAGE BANK

By:

(Title)



STATE OF OREGON)
County of Clackamas) SS

The foregoing instrument was acknowledged before me this 14th day of March, 1984, by MARIA TERESA CLEVELAND, Trustor.

Larry J. Cleverley
Notary Public of Oregon
My Commission expires:
7-4-85

STATE OF WASHINGTON)
County of Clark) SS

The foregoing instrument was acknowledged before me this 21st day of March, 1984, by Douglas Ray of R-J LAND DEVELOPMENT, INC., a Washington corporation, on behalf of the corporation

Janice M. Raisel
Notary Public of Oregon
My Commission expires:
2-18-85

STATE OF WASHINGTON)
County of Clark) SS

The foregoing instrument was acknowledged before me this 21st day of March, 1984, by MARIAN Z. LAMB AND DOROTHY A. LAMB.

Janice M. Raisel
Notary Public of Oregon
My Commission expires:
2-18-85

STATE OF WASHINGTON)
County of Clark) SS

The foregoing instrument was acknowledged before me this 21st day of March, 1984 by Judith A. Batstone & Russell D. Hartley the Corporate Officer of HERITAGE BANK, a Washington corporation, on behalf of the corporation.

Janice M. Raisel
Notary Public of Oregon
My Commission expires:
2-18-85

STATE OF WASHINGTON)
COUNTY OF CLACKAMAS)
I HEREBY CERTIFY THAT THE WITHIN
INSTRUMENT IS TRUE AND CORRECT

SKAMANIA COUNTY TITLE CO
OF STEVENSON, WA

AT 11:05 A. MAR 27 1984

WASH 60

MKG 179

RECORDED BY WITH

J.M. Olson

A. Davis

DEPUTY

97331

BOOK 60 PAGE 181

SUBORDINATION AGREEMENT

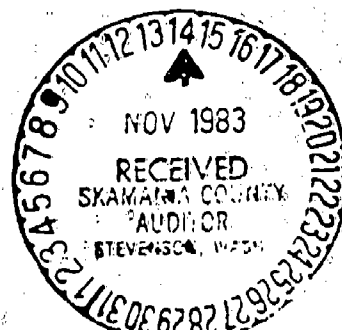
THIS AGREEMENT, executed in triplicate, this 10th day of November, 1983, between MARIA TERESA CLEVELAND, a married woman, as her separate estate, of 1217 NE. Burnside, Suite 803, Gresham, Oregon 97030, herein referred to as "Trustor", and R-J LAND DEVELOPMENT, INC., a Washington corporation, and MARION Z. LAMB and DOROTHY A. LAMB, husband and wife, of 7012 NE. 74th, Vancouver, Washington 98662, herein referred to as "Beneficiary" and HERITAGE BANK, a Washington corporation, herein referred to as "Beneficiary's Assignee".

The parties recite and declare that:

A. Trustor executed a trust deed on December 15, 1982, in favor of Beneficiary, which was recorded on December 22, 1982, under Recording No. 951460 in Book 58 of Mortgages at page 976, in the office of the County Recorder of Skamania County, Washington, covering the following described property:

A tract of land located in the SW. Quarter of the SE. Quarter of Section 9, Township 1 North, Range 5 East of the Willamette Meridian, described as follows:

Lot 4 of R-J LAND DEVELOPMENT SHORT PLAT NO. 2 recorded May 27, 1981 in Book 3 of Short Plats at page 5 under Auditor's File Number 92494, Records of Skamania County, Washington.



BOOK 59 PAGE 770

BOOK 60 PAGE 182

B. The above-mentioned trust deed was given as security for a promissory note, described in such trust deed, in the amount of \$43,900, executed on December 15, 1982, by Trustor, in favor of Beneficiary.

C. Beneficiary assigned its beneficial interest in said above-mentioned trust deed to Heritage Bank, a Washington corporation, by instrument dated December 15, 1982, which was recorded December 22, 1982, under Recording Number 95147 in Book 58 of Mortgages at page 978, in the Office of the County Recorder, Skamania County, Washington.

D. Trustor desires to obtain a loan in the amount of \$156,000 from Pacific Western Bank, an Oregon corporation, Milwaukie, Oregon, herein referred to as "Lender", but Lender requires that such loan be secured by a trust deed that will be prior to the trust deed in favor of Beneficiary or Beneficiary's Assignee.

E. As part of the purchase agreement between Trustor and Beneficiary for the purchase of the above-described property, it was mutually agreed that Beneficiary would subordinate to a lender's security upon payment by Trustor of one-half of the purchase price. Trustor has paid one-half of the purchase price for said property. Beneficiary has provided consideration to its Assignee in order to satisfy its obligations under the purchase agreement to fulfill this agreement.

BOOK 59 PAGE 771

BOOK 60 PAGE 183

F. Beneficiary and Beneficiary's Assignee are willing to subordinate the lien of the trust deed in Beneficiary and Beneficiary's Assignee in their respective favor insofar as said trust deed or assignment of beneficial interest encumbers the above-described property, to a trust deed made in favor of lender in order that Trustor may obtain such loan from Lender.

For the reasons set forth above, and in consideration of the mutual covenants and promises of the parties hereto, Beneficiary and Beneficiary's Assignee covenant and agree as follows:

1. SUBORDINATION. As an inducement to Lender to grant such loan to Trustor, Beneficiary and Beneficiary's Assignee, and Trustor do hereby subordinate the above-described trust deed of December 15, 1982, and any assignment of beneficial interest thereto, in favor of Beneficiary, to the trust deed in favor of Lender that is being recorded concurrently herewith.

Beneficiary, Beneficiary's Assignee, and Trustor further declare that the lien of the trust deed in favor of the Lender shall be and is in all respects a lien prior and superior to the lien of the trust deed in favor of Beneficiary, as well as Beneficiary's Assignee.

2. APPROVAL OF LOAN. The terms of the loan from Lender to Trustor are approved by Beneficiary and Beneficiary's Assignee.

3. BINDING EFFECT. This agreement shall inure to the benefit of Lender, its successors and assignees, and shall be binding on Beneficiary, Beneficiary's Assignee, and Trustor,

PAGE 59 PAGE 772

PAGE 60 PAGE 184

their successors and assigns.

IN WITNESS WHEREOF, the parties have executed this agreement on the date first above written.

TRUSTOR:

MARIA TERESA CLEVELAND

Maria Teresa Cleveland
BENEFICIARY:

R-J. LAND DEVELOPMENT, INC.

By [Signature]
(Title) Sec

Mariann Z. Lamb
MARIAN Z. LAMB

[Signature]
DOROTHY A. LAMB

HERITAGE BANK

By [Signature]
(Title) OFFICER

STATE OF OREGON)
:ss.
County of Multnomah)

The foregoing instrument was acknowledged before me this 10th day of November, 1963, by MARIA TERESA CLEVELAND, Trustor.

Karen J. Rothney
Notary Public for Oregon
My commission expires: 4-18-67

966 2

BOOK 59 PAGE 713

BOOK 60 PAGE 185

STATE OF WASHINGTON)
:SS.

County of Clark)

The foregoing instrument was acknowledged before me this 10th day of November, 1983, by Douglas Ray, Secretary of R-J LAND DEVELOPMENT, INC., a Washington corporation, on behalf of the corporation.

Karen L. Rothery
Notary Public for Oregon
My commission expires: 4-18-87

STATE OF WASHINGTON)

County of Clark)

The foregoing instrument was acknowledged before me this 10th day of November, 1983, by MARION Z. LAMB and DOROTHY A. LAMB.

Karen L. Rothery
Notary Public for Oregon
My commission expires: 4-18-87

STATE OF WASHINGTON)

County of Clark)

The foregoing instrument was acknowledged before me this 9th day of November, 1983, by Gwaith A. Batstone, the COOP OFFICER of HERITAGE BANK, a Washington corporation, on behalf of the corporation.

Karen L. Rothery
Notary Public for Washington
My commission expires: 4-18-87

HEAVY CENTER THE WITHIN
INSTRUMENT OF

Karen Rothery
10:10A Nov-14 83

59-
769-773

Larry M. Olson
B. Babcock