

99676

Transamerica Title Insurance Co

A Service of
Transamerica CorporationFiled for Record at Request of
Riverview Savings Association

Name.....

Address, P.O.B. 1068

City and State, Camas, WA 98607

BOOK 61 PAGE 719

THIS SPACE PROVIDED FOR RECORDER'S USE:

I HEREBY CERTIFY THAT THE WITHIN

INSTRUMENT OF WRITING FILED BY

Shirley C. Sutter Co

OF Stevenson, WA

AT 3:55 PM 7-29-85

WAS RECORDED IN BOOK 61

PAGE 719

RECORDED IN SKAMANIA COUNTY WITH

Largy M. Allen

COUNTY CLERK

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 subordinator and owner agrees as follows:

1. James C. Bailey and Barbara L. Bailey, husband and wife, referred to herein as "subordinator", is the owner and holder of a ~~mortgage~~ dated May 14, 1982, which is recorded in volume SIX of ~~XXXXXX~~ page 575, under auditor's file No. 93991, records of Skamania County.
2. RIVERVIEW SAVINGS ASSOCIATION, referred to herein as "lender", is the owner and holder of a ~~Deed of Trust~~ dated July 29, 1985, executed by James C. & Barbara L. Bailey (which is recorded in volume 61 of Mortgages, page 715, under auditor's file No. 99675, records of Skamania County) (which is to be recorded concurrently herewith).
3. James C. Bailey and Barbara L. Bailey, husband and wife, referred to herein as "owner", is the owner of all the real property described in the mortgage identified above in Paragraph 2.
4. In consideration of benefits to "subordinator" from "owner" receipt and sufficiency of which is hereby acknowledged, and to induce "lender" to advance funds under its mortgage and all agreements in connection therewith, the "subordinator" does hereby unconditionally subordinate the lien of his ~~XXXXXX~~ identified in Paragraph 1 above to the lien of "lender's" mortgage, identified in Paragraph 2 above, and all advances or charges made or accruing thereunder, including any extension or renewal thereof.
5. "Subordinator" acknowledges that, prior to the execution hereof, he has had the opportunity to examine the terms of "lender's" mortgage, note and agreements relating thereto, consents to and approves same, and recognizes that "lender" has no obligation to "subordinator" to advance any funds under its mortgage or see to the application of "lender's" mortgage funds, and any application or use of such funds for purposes other than those provided for in such mortgage, note or agreements shall not defeat the subordination herein made in whole or in part.
6. It is understood by the parties hereto that "lender" would not make the loan secured by the mortgage in Paragraph 2 without this agreement.
7. This agreement shall be the whole and only agreement between the parties hereto with regard to the subordination of the lien or charge of the ~~XXXXXX~~ first above mentioned to the lien or charge of the mortgage in favor of "lender" above referred to and (lease) shall supercede and cancel any prior agreements as to such, or any subordination including, but not limited to, those provisions, (lease) if any, contained in the ~~XXXXXX~~ first above mentioned, which provide for the subordination of the lien or charge thereof to a mortgage or mortgages to be thereafter executed.
8. The heirs, administrators, assigns and successors in interest of the "subordinator" shall be bound by this agreement. Where the word "mortgage" appears herein it shall be considered as "deed of trust" and gender and number of pronouns considered to conform to undersigned.

Executed this _____ day of _____, 1985

NOTICE: THIS SUBORDINATION AGREEMENT CONTAINS A PROVISION WHICH ALLOWS THE PERSON OBLIGATED ON YOUR REAL PROPERTY SECURITY TO OBTAIN A LOAN A PORTION OF WHICH MAY BE EXPENDED FOR OTHER PURPOSES THAN IMPROVEMENT OF THE LAND. IT IS RECOMMENDED THAT, PRIOR TO THE EXECUTION OF THIS SUBORDINATION AGREEMENT, THE PARTIES CONSULT WITH THEIR ATTORNEYS WITH RESPECT THERETO.

James C. Bailey

Barbara L. Bailey

STATE OF WASHINGTON

COUNTY OF Skamania

On this day personally appeared before me

James C. Bailey
Barbara L. Bailey

to me known to be the individual(s) described in and who executed the within and foregoing instrument,

and acknowledged that they signed the same as their free and voluntary act and deed, for the uses and purposes therein mentioned.

24th. GIVE under my hand and official seal this _____ day of _____, 1985

Notary Public in and for the State of Washington, _____

STATE OF WASHINGTON

COUNTY OF Skamania

On this _____ day of _____, 1985, before me, _____, a Notary Public in and for the State of Washington, duly _____ and sworn, personally appeared _____

and _____ to me known to be the _____ President and _____ Secretary,

respectively of _____ the corporation that executed the foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that _____

authorized to execute the said instrument and that the seal affixed is the corporate seal of said corporation.

Witness my hand and official seal hereto affixed the day and year first above written.

Notary Public in and for the State of Washington, _____ residing at _____

ROLL 85, 31
DAILY RECORDINGS
BOARD OF COUNTY COMMISSIONERS
MARRIAGE APPLICATION