SK-13920 02-05-19-2-0-0119-00 A-140 LOT 19

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:

- Robert M. Maloney and Rosalyn M. Maloney, husband and wife, are referred to herein as "subordinator", are the owner and holder of a Deed of Trust dated December 31, 1984, which is recorded in Volume 61 of Mortgages, page 102, under Auditor's File No. 98819, records of Skamania County.
- U.S. Bancorp Mortgage Company, is referred to herein as "lender", is the owner and holder of a Deed of Trust dated NOVEMBER 22, 1985, executed by Christopher M. Smith and Melinda R. Smith, husband and wife, which is recorded in Volume 62 of Mortgages, Page 131; under Auditor's File No. 100369, records of Skamania County (which is to be recorded concurrently herewith).
- Christopher M. Smith and Melinda R. Smith, husband and wife, are referred to herein as "owner", are the owner of all the real property described in the Deed of Trust identified above in Paragraph 2.
- 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 Deed of Trust and all agreements in connection therewith, the "subordinator" does hereby unconditionally subordinate the lien of their Deed of Trust identified in Paragraph 1 above to the lien of "lender's" Deed of Trust identified in Paragraph 2 above, and all advances or charges made or accruing thereunder, including any extension or renewal thereof.
- "Subordinator" acknowledges that, prior to the execution hereof, they have had the opportunity to examine the terms of "lender's" Deed of Trust, note, and agreements relating thereto, consent to and approve same, and recognize that "lender" has no obligation to "subordinator" to advance any funds under its Deed of Trust or see to the application of "lender's" Deed of Trust funds, and any application or use of such funds for purposes other than those provided for in such Deed of Trust note or agreements shall not defeat the subordination herein made in whole or in part.
- It is understood by the parties hereto that "lender" would not make the loan secured by the Deed of Trust in Paragraph 2 without this agreement.
- 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 Deed of Trust first above mentioned to the lien or charge of the Deed of Trust in favor of "lender" above referred to and shall supersede and cancel any prior agreements as to such, or any, subordination including, but not limited to, those provisions, if any, contained in the Deed of Trust first above mentioned, which provide for the subordination of the lien or charge thereof to a Deed of Trust or Deeds of Trust to be thereafter executed.

The heirs, administrators, assigns and successors in interest of the "subordinator" shall be bound by this agreement.

> Registered Indexed, Indirect Filmed

Mailed

Subordination Agreement

Page 2

EXECUTED this 2/ day of October, 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.

Robert M. Maloney

Rosalyn M. Maloney

STATE OF CALIFORNIA

,) ss.

COUNTY OF SANTA CLARA

On this day personally appeared before me ROBERT M. MALONEY and ROSALYN M. MALONEY to me known to be the individuals 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.

GIVEN under my hand and official seal this 2/5/day of October, 1985.



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Sours Les Welleans
Notary Public in and for the State of
California, residing at Sunnyvale.
My Commission expires: 101,22,1989.

STATE OF WASHINGTON SES

COUNTY OF SHAMAHIA

I HEREBY CERTIFY THAT THE WITHIN

INSTRUMENT OF WRITING FILED BY

OF MICE CONTINUED BY

OF MICE CONTINUED BY

AT 12:38 M 11-27 1985

WAS RECORDED IN ECOK 62

2)27 AT PLOS

RECORDE OF SKAMANIA COUNTY WITH

MAY 11 CONTINUED BY

CONTINUED B