

ORIGINAL

THIS SPACE PROVIDED FOR RECORDER'S USE:

4720 200th Street, S.W.  
Lynnwood, Wa 98036  
(206) 771-3031  
(206) 527-1432

Alaska Building  
616 Second Avenue  
Seattle, Wa 98104  
(206) 682-6006

FILED FOR RECORD  
SKAMIA COUNTY  
BY CLARK COUNTY TITLE

FEB 19 2 30 PM '91

GARY M. OLSON

FILED FOR RECORD AT REQUEST OF

CCT 23731

WHEN RECORDED RETURN TO

Name PACIFIC COAST INVESTMENT COMPANY

Address 315 Morton Building

City, State, Zip Seattle, WA 98104

Registered

Indexed, Dir

Indirect

Filed

Mailed

RE: #9510/Conley

## 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. Three Star Realty, Gallery Homes, Inc. referred to herein as "subordinator", is the owner and holder of a mortgage dated January 9, 1989, which is recorded in volume 113 of Mortgages, page 178, under auditor's file No. 106659, records of Skamania County.
2. Pacific Coast Investment Company, referred to herein as "lender", is the owner and holder of a mortgage dated January 14, 1991, executed by James W. Johnston (which is recorded in volume 122 of Mortgages, page 145, under auditor's file No. records of Skamania County) (which is to be recorded concurrently herewith).
3. Daniel Conley and Marcia Conley 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 mortgage 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 mortgage first above mentioned to the lien or charge of the mortgage in favor of "lender" above referred to and shall supercede and cancel any prior agreements as to such, or any, subordination including, but not limited to, those provisions, if any, contained in the mortgage 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 30th day of January, 1991

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.

THREE STAR REALTY

BY: Robert Pernsteiner, Pres.

GALLERY HOMES, INC.

BY: Robert Pernsteiner, Sec/Treas.

STATE OF WASHINGTON

COUNTY OF

On this day personally appeared before me

to me known to be the individual described in and who executed the within and foregoing instrument, and acknowledged that signed the same as free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this day of 19

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

L-78/WA/8-84 LPS-26

STATE OF WASHINGTON

COUNTY OF CLARK

5th day of February, 1991

On this 5th day of February, 1991, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared Robert Pernsteiner

and to me known to be the President and Secretary, Three Star Realty, Gallery Homes, Inc. respectively, of the corporation that executed the foregoing instrument, and acknowledged the said instrument to be his free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that he is authorized to execute the said instrument and that the seal affixed is the official 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 Vancouver My comm. expires: 9-7-91