

SUBORDINATION AGREEMENT

THIS AGREEMENT, Made and entered into this day of February, 1974, by and between Clark County School Employees Credit Union, a Washington Corporation hereinafter called the first party, and Albert E. McKee and Judy F. McKee, hw, hereinafter called the second party;

WITNESSETH:

RECITALS:

On or about August 27, 1973, Albert E. McKee & Judy F. McKee, hw, being the owner of the following described property in Skamania County, Washington, to-wit:

Schedule "A" attached hereto and made a part hereof.

executed and delivered to the first party his certain Mortgage on said described property to secure the sum of \$ 20,000.00, which lien was;

-Recorded on August 28, 1973, in the Mortgage Records of Skamania County, Washington in Book 50 at page 716 thereof;

-Filed on , 19 , in the office of the of County, where it bears file No.

Reference to the document so recorded or filed hereby is made. The first party has never sold or assigned his said lien and at all times since the date thereof has been and now is the owner and holder thereof and the debt thereby secured.

Whereas the said party is about to execute a permanent flowage easement to the United States of America over the above described property.

NOW, THEREFORE, the first party, for himself, his personal representatives (or successors) and assigns, hereby covenants, consents and agrees to and with the second party, his personal representatives (or successors) and assigns, that the said first party's lien on said described property is and shall always be subject and subordinate to the permanent flowage easement to be executed by the second party to the United States of America, as aforesaid.

It is expressly understood and agreed that nothing herein contained shall be construed to change, alter or impair the first party's said lien, except as hereinabove expressly set forth.

In construing the subordination agreement and where the context so requires, the singular includes the plural; the masculine includes the feminine and the neuter, and all grammatical changes shall be supplied to cause this agreement to apply to corporations as well as to individuals.

IN WITNESS WHEREOF, the undersigned has hereunto set his hand and seal, if the undersigned is a corporation, it has caused its corporate name to be signed and its corporate seal to be affixed hereunto by its officers duly authorized thereunto by order of its Board of Directors, all on this, the day and year first above written.

✓ (CORPORATE SEAL)

CLARKE COUNTY SCHOOL EMPLOYEES CREDIT UNION

By Harold A. Line (SEAL)
Harold A. Line MANAGER
Albert E. McKee (SEAL)
Albert E. McKee
Judy F. McKee (SEAL)
Judy F. McKee

STATE OF Washington

~~February~~ MAY 22nd, 19 74

COUNTY OF SKAMANIA

Personally appeared before me the above named Albert E. McKee and Judy F. McKee, 1/w who being first duly sworn acknowledged the foregoing instrument to be their voluntary act and deed.

(SEAL)

Robert J. Salonen
Notary Public for

My commission expires SEPT. 21, 1977

STATE OF Washington

February 25, 19 74

COUNTY OF CLARK

Personally appeared before me HAROLD A. LINE, who being duly sworn, did say that he is the MANAGER of Clark County School Employees Credit Union, a corporation, and that the seal affixed to the foregoing instrument is the corporate seal of said corporation and that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors; and he acknowledged said instrument to be its voluntary act and deed.

(SEAL)

H. B. T. Uleson
Notary Public for

My Commission expires 12/3/77

14 January 1974

SCHEDULE "A"

BOOK 31 PAGE 62

TRACT 523E-2

All that portion of the following described tract of land lying above elevation 72.00 feet Mean Sea Level and below elevation 82.50 feet Mean Sea Level, situated in the Southwest quarter of the Southwest quarter of Section 29, Township 3 North, Range 8 East of the Willamette Meridian in Skamania County, Washington:

Beginning at the center of a culvert under the main track of the Spokane, Portland and Seattle Railway Company right-of-way (culvert No. 56 + 78); thence in a Northwesterly direction following the center of said culvert and the center of the channel of an unnamed creek 362.00 feet, more or less, to the center of the county road known and designated as the Mason Road; thence in a Southwesterly direction following the center of said road 354.00 feet, more or less, to a culvert at an unnamed creek; thence South 40° 00' 00" East to the center of the main track of said railroad; thence following the center of said track in a Northeasterly direction to the point of beginning; Except the right-of-way acquired by the Spokane, Portland and Seattle Railway Company.

The tract of land herein described contains 0.01 of an acre, more or less, all of which is contained in Tract 523E-1.

NAME AND ADDRESS OF PURPORTED
OWNER(S) FOR TRACT 523E-2,
BONNEVILLE LOCK AND DAM
(LAKE BONNEVILLE)

Albert E. McKee
and Judy F. McKee

