

78740

SUBORDINATION AGREEMENT

THIS AGREEMENT, made this 11th day of December, 1974, by and between METROPOLITAN LIFE INSURANCE COMPANY, hereinafter called the first party, and EARL E. and PHYLLIS A. WHITE, hereinafter called the second parties:

WITNESSETH

Whereas, on or about May 29, 1964, Earl E. and Phyllis A. White, husband and wife, being owners of that certain property in Skamania County, Washington, described in Schedule "A" hereto attached which by this reference is incorporated in and made a part hereof, executed and delivered to GENERAL MORTGAGE CORPORATION OF VANCOUVER and subsequently assigned to METROPOLITAN LIFE INSURANCE COMPANY by Assignment of Mortgage, dated June 15, 1964 and recorded in 11, 1964 at Page 27 of Book 42 of Mortgages, under Auditor's File No. 63468, Records of Skamania County, Washington, the first party, their certain Mortgage on said described property to secure the sum of \$13,050.00.

Whereas, the first party now is the owner and holder thereof and the debt thereby secured; and

Whereas, the second parties are about to execute a permanent flowage easement to the United States of America over that portion of the above described property lying above elevation 72.00 feet Mean Sea Level and below elevation 82.40 feet Mean Sea Level.

NOW, THEREFORE, the first party, for itself, its successors and assigns, hereby covenants, consents and agrees to and with the second parties, their personal representatives for 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 parties 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 WITNESS WHEREOF, the second parties have hereunto set their hands,
on this, the day and year first above written.

Earl E. White
Phyllis A. White

STATE OF WASHINGTON }
 } ss
County of Skamania }

Personally appeared before me the above named EARL E. WHITE and
PHYLLIS A. WHITE, who being first duly sworn acknowledged
the foregoing instrument to be their voluntary act and deed.

Robert H. Lenz
Notary Public for Washington
My Commission expires 2/4/78

IN WITNESS WHEREOF, the first party has caused its corporate name to
be signed and its corporate seal to be affixed hereunto by its officer duly
authorized thereunto by order of its Board of Directors, all on this, the
day and year first above written.



METROPOLITAN LIFE INSURANCE COMPANY
a New York Corporation

By J. B. Courtney
VICE PRESIDENT

STATE OF NEW YORK }
 } ss
County of NEW YORK }

Personally appeared before me, J. B. Courtney, who
being duly sworn, did say that he is the VICE PRESIDENT of
Metropolitan Life Insurance Company, a New York 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.

Joseph P. Bracken
Notary Public for New York
My Commission expires _____

JOSEPH P. BRACKEN
NOTARY PUBLIC, State of New York
No. 41-0381010 Qualified in Queens Co.
Certificate filed in New York County
Commission Expires March 30, 1975

A tract of land in Section One (1), Township Two (2) North, Range Seven (7) E. W.N.,
more particularly described as follows:

Beginning at the intersection of the Southerly line of the Spokane, Portland and
Seattle Railway Company's right of way with the Westerly terminal of Cascade Avenue
in the Town of Stevenson as shown on the official plat thereof on file and of record
in the office of the Auditor of Skamania County, Washington; thence South 34°30' East
along the Westerly line of Hamilton Street and the extension of said line Southerly
to the meander line of the Columbia River; thence Westerly along the meander line of
the Columbia River to the center of Rock Creek; thence Northerly

first party, and EARL E. and PHYLLIS A. WHITE, hereinafter called the second parties;

WITNESSETH

Whereas, on or about May 29, 1964, Earl E. and Phyllis A. White, husband and wife, being owners of that certain property in Skamania County, Washington, described in Schedule "A" hereto attached which by this reference is incorporated in and made a part hereof, executed and delivered to GENERAL MORTGAGE CORPORATION OF VANCOUVER and subsequently assigned to METROPOLITAN LIFE INSURANCE COMPANY by Assignment of Mortgage, dated June 15, 1964 and recorded June 16, 1964 at Page 27 of Book 42 of Mortgages, under Auditor's File No. 63463, Records of Skamania County, Washington, the first party, their certain Mortgage on said described property to secure the sum of \$13,050.00.

Whereas, the first party now is the owner and holder thereof and the debt thereby secured; and

Whereas, the second parties are about to execute a permanent flowage easement to the United States of America over that portion of the above described property lying above elevation 72.00 feet Mean Sea Level and below elevation 82.40 feet Mean Sea Level.

NOW, THEREFORE, the first party, for itself, its successors and assigns, hereby covenants, consents and agrees to and with the second parties, their 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 parties 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.

Phyllis A. White

STATE OF WASHINGTON }
 } ss
County of Skamania }

Personally appeared before me the above named EARL E. WHITE and
PHYLLIS A. WHITE, who being first duly sworn acknowledged
the foregoing instrument to be their voluntary act and deed.

Robert H. Lewis
Notary Public for Washington
My Commission expires 2/4/78

IN WITNESS WHEREOF, the first party has caused its corporate name to
be signed and its corporate seal to be affixed hereunto by its officer duly
authorized thereunto by order of its Board of Directors, all on this, the
day and year first above written.



METROPOLITAN LIFE INSURANCE COMPANY
a New York Corporation

By J. B. Courtney
VICE PRESIDENT

STATE OF NEW YORK }
 } ss
County of NEW YORK }

Personally appeared before me, J. B. Courtney, who
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Metropolitan Life Insurance Company, a New York 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.

Joseph P. Bracken
Notary Public for New York
My Commission expires _____

JOSEPH P. BRACKEN
NOTARY PUBLIC, State of New York
No. 41-0381010 Qualified in Queens Co.
Certificate filed in New York County
Commission Expires March 30, 1975

A tract of 1/2nd in Section One (1), Township Two (2) North, Range Seven (7) E. W.M.,
more particularly described as follows:

Beginning at the intersection of the Southerly line of the Spokane, Portland and
Seattle Railway Company's right of way with the Westerly terminal of Cascade Avenue
in the Town of Stevenson as shown on the official plat thereof on file and of record
in the office of the Auditor of Skamania County, Washington; thence South 34°30' East
along the Westerly line of Hamilton Street and the extension of said line Southerly
to the meander line of the Columbia River; thence Westerly along the meander line of
the Columbia River to the center of Rock Creek; thence Northerly along the center of
Rock Creek to intersection with the Southerly line of the Spokane, Portland and
Seattle Railway Company's right of way; and thence Northeasterly along the Southerly
line of said right of way to the point of beginning;

TOGETHER WITH all shore lands of the second class fronting and abutting upon the above
described real property.

Schedule "A"