

115282

BOOK 132 PAGE 871



Chicago Title Insurance Company

FILED FOR RECORD AT REQUEST OF

THIS SPACE PROVIDED FOR RECORDER'S USE

BY SKAMANIA CO. TITLE

JAN 14 10 01 AM '93

GARLANDSON

WHEN RECORDED RETURN TO

Name Washington Mutual Savings Bank

Address PO Box 1033

City, State, Zip Camas, WA 98607

### 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. Washington Mutual, Savings Bank referred to herein as "subordinator", is the owner and holder of a mortgage dated November 18, 1992, which is recorded in volume 132 of Mortgages, page 101, under auditor's file No. 114987, records of Skamania County.
2. Washington Mutual, Savings Bank referred to herein as "lender", is the owner and holder of a mortgage dated 12-31-1992, executed by Fred G. & Catherine R. Timperley (which is recorded in volume 132 of Mortgages, page 865, under auditor's file No. 115281, records of Skamania County) (which is to be recorded concurrently herewith).
3. Fred G. Timperley & Catherine R. Timperley 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 Fifth day of January, 1993

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.

WASHINGTON MUTUAL SAVINGS BANK

Carol A. Lackey  
Asst FC Mgr.

STATE OF WASHINGTON  
COUNTY OF Clark

On this day personally appeared before me

Carol A. Lackey

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

GIVEN under my hand and official seal the 5th day of January

Notary Public in and for the State of Washington residing at

STATE OF WASHINGTON  
COUNTY OF

On this day of 19 before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned 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 of the corporation is the corporate seal of said corporation. Witness my hand and official seal hereto affixed the day and year first written.

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