

127820

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FILED FOR RECORD  
SKAMANIA CO. WASH.  
BY SKAMANIA CO. TITLE

APR 8 3 28 PM '97  
P. GARY  
AUDITOR  
GARY M. OLSON

**AFTER RECORDING MAIL TO:**

Name Key Bank  
Address PO Box 67  
City/State White Salmon, Wa 98672  
SEA 20714

Document Title(s): (or transactions contained therein)

1. Subordination

2.

3.

4.

Reference Number(s) of Documents assigned or released:

Vol 164 Pg 227 AF 127819 4/8/97

Vol 154 Pg 123 AF 123993

☐ Additional numbers on page \_\_\_\_\_ of document

Grantor(s): (Last name first, then first name and initials)

1. Key Bank

2.

3.

4.

5. ☐ Additional names on page \_\_\_\_\_ of document

Grantee(s): (Last name first, then first name and initials)

1. G. L. Upson

2. Helen Upson

3.

4.

5. ☐ Additional names on page \_\_\_\_\_ of document

Abbreviated Legal Description as follows: (i.e. lot/block/plat or section/township/range/quarter/quarter)

LOT 9 Seaside Heights No. 1

☐ Complete legal description is on page \_\_\_\_\_ of document

Assessor's Property Tax Parcel / Account Number(s): 03-10-20-3-4-0700

NOTE: The auditor/recorder will rely on the information on the form. The staff will not read the document to verify the accuracy or completeness of the indexing information provided herein.



First American Title  
Insurance Company

(this space for title company use only)

Registered \_\_\_\_\_  
Signed \_\_\_\_\_  
Noted \_\_\_\_\_  
Filed \_\_\_\_\_



**First American Title  
INSURANCE COMPANY**

BOOK 164 PAGE 231

THIS SPACE RESERVED FOR RECORDER'S USE.

Filed for Record at Request of

Name Key Bank of Washington  
White Salmon Center  
 Address Po O Box 67  
White Salmon, Washington 98672  
 City and State \_\_\_\_\_

**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. Key Bank of Washington is the owner and holder of a mortgage dated Dec. 7, 1995 referred to herein as "subordinator", of Mortgages, page 123, under auditor's file No. 123993, records of Skamania County, which is recorded in volume 154.
2. U. L. Upson & Theda Upson husband & wife owner and holder of a mortgage dated March 31, 1977 referred to herein as "lender", is the (which is recorded in volume 164 of Mortgages, page 227, under auditor's file No. 127819, records of Skamania County) (which is to be recorded concurrently herewith).
3. Steven J and Diane K Maier owner of all the real property described in the mortgage identified above in Paragraph 2. referred to herein as "owner", is the
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 8 day of April, 1998.

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.

STATE OF WASHINGTON

COUNTY OF \_\_\_\_\_ ss.

On this day personally appeared before me

to me known to be the individual(s) 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 \_\_\_\_\_

STATE OF WASHINGTON

COUNTY OF Klickitat ss.

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 \_\_\_\_\_ 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 affixed is the corporate seal of said corporation. Witness my hand and official seal hereto affixed the day and year first above written.

Judy Smith  
 Notary Public in and for the State of Washington,  
 residing at White Salmon