

129606

BOOK 170 PAGE 334

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

OCT 27 1 05 PM '97

Oxley
AUDITOR
GARY H. OLSONName JAMES A CUMMINGS
Address PO BOX 397
City, State, Zip WOODLAND, WA 98674

Subordination Agreement



Transnation

Reference # (if applicable): _____
Grantor(s): (1) Bob S. Cummings (2) Shirley F. James Additional on pg. _____
Grantee(s): (1) Ruth Wickman (2) _____ Additional on pg. _____
Legal Description (abbreviated): The NW 1/4 of the NE 1/4, S20, T3N, R8E WM Additional legal(s) on page 3
Assessor's Tax Parcel ID# 03-08-20-2-1-0100-00 & 03-08-20-2-1-0200-00

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 agree as follows:

1. Bob S. Cummings and Shirley F. James referred to herein as "subordinator", is the owner and holder of a mortgage dated October 20, 1997, which is recorded in volume 170 of Mortgages, page 331, under auditor's file No. 129605, records of Skamania County.
2. Ruth A. Wickman referred to herein as "lender", is the owner and holder of a mortgage dated October 20, 1997, executed by Lee R. Langan & Rick A. Brown (which is recorded in volume 170 of Mortgages, page 328, under auditor's file No. 129604, records of Skamania County) (which is to be recorded concurrently herewith).
3. Lee R. Langan and Rick A. Brown 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 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 24th day of OCTOBER, 19 97.

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.

Bob S. Cummings
Bob S. CummingsShirley F. James
Shirley F. James

(Acknowledgement on reverse)

Sighted, initialed
Sighted, initialed
Sighted, initialed
Sighted, initialed

STATE OF WASHINGTON
COUNTY OF CLARK

On this day personally appeared before me
BOB S. CUMMINGS & SHIRLEY F. JAMES
to me known to be the individual described in and who
executed the within and foregoing instrument, and
acknowledged that THEY signed the same as
THEIR free and voluntary act and deed, for the
uses and purposes therein mentioned.

DEBI J. BARNUM DEBI J. BARNUM
GIVEN under my hand and official seal this 24th day
of OCTOBER 1997 Notary Public in
and for the State of Washington, residing at
CANAS
My appointment expires: MAY 6, 1998



STATE OF WASHINGTON
COUNTY OF _____

I certify that I know or have satisfactory evidence that _____

is the person(s) acknowledged that (he/she/they) signed this instrument,
on oath stated that (he/she/they) was (were) authorized to execute the
instrument and acknowledged it as the _____

of _____ to be the free and
voluntary act of such party for the uses and purposes mentioned in the
instrument.

(SEAL OR STAMP)

Dated _____

Signature _____

Title _____

My appointment expires _____