

130029

BOOK 171 PAGE 747

State of Washington
Pollution Liability Insurance Agency
1015-10th Avenue SE
P.O. Box 40930
Olympia, WA 98504-0930

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

DEC 17 2 47 PM '97

GARY M. OLSON

SCR 2 1323

Subordination Agreement

Reference #: UST-PVT-017-92
Grantor: State of Washington Pollution Liability Insurance Agency
Grantee(s): Theo and Geri Fuller d.b.a. Riverside Grocery & Café, Washougal, WA
Legal Description (abbreviated): Section 6, Township 1 North, Range 5 East and Section 31, Township 2 North Range 5 East W. M., Scamania County
Assessor's Tax Parcel ID # 01050610010000

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. State of Washington Pollution Liability Insurance Agency (PLIA) referred to herein as "subordinator," is the owner and holder of a lien dated May 7, 1993, which is recorded in volume 135 of Mortgages, page 157, under auditors' file No. 116189 records of Skamania County.
2. Riverview Savings Bank referred to herein as "lender," is the owner and holder of a mortgage dated Dec 8, 1992, executed by Theo and Geri Fuller (husband and wife), which is recorded in volume 171 of Mortgages, page 734, under auditors' file No. 130028 records of Skamania County (which is to be recorded concurrently herewith).
3. Theo and Geri Fuller (husband and wife) 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 "subordination" from "owner", receipt and sufficiency of which is hereby acknowledged, and to induce "lender" to advance funds under its mortgage on 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. The parties understand 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 supersede 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.
9. **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 BUT MAY NOT BE USED FOR ANY PURPOSE WHICH IS NOT RELATED TO THE BUSINESS OPERATION LOCATED ON THE DESCRIBED PROPERTY. IT IS RECOMMENDED THAT, PRIOR TO THE EXECUTION OF THIS SUBORDINATION AGREEMENT, THE PARTIES CONSULT WITH THEIR ATTORNEYS WITH RESPECT THERETO.

Executed this 16th day of December, 1997.

(Acknowledgment on reverse)

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Owner

James M. Sims 12-16-97
Pollution Liability Insurance Agency Director
Subordinator

State of _____
County of _____

State of Washington
County of Thurston

On this day personally appeared before me _____ to me known to be the individual described in and who executed the within foregoing instrument, and acknowledged that _____ signed the same as _____ free and voluntary act and deed, for the uses and purposes therein mentioned.

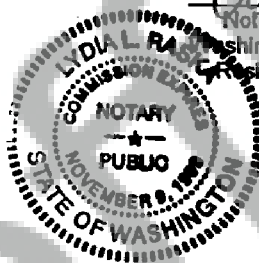
GIVEN under my hand and official seal this _____ day of _____, 199__.

Notary Public in and for the state of _____
Residing at _____.

On this 16th day of December, 1997 before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared James M. Sims, to me known to be the Director of Washington State Pollution Liability Insurance Agency, the agency that executed the foregoing instrument, to be the free and voluntary act and deed of said agency, for the uses and purposes therein mentioned, and on oath stated that He is authorized to execute the said instrument.

Witness my hand and official seal hereto affixed the day and year first above written.

Lydia L. Rasmussen
Notary Public in and for the State of Washington
Residing at Grays Harbor, WA



Administrative Secretary
Title
November 9, 1999
My appointment expires

Theo. R. Fuller Morris L. Fuller
Charrol A. Fuller
Owner Subordinator

State of WASHINGTON
County of CLARK

State of Washington
County of Thurston

On this day personally appeared before me
THEO R. FULLER, CHARROL A. FULLER to
me known to be the individual described in and who
executed the within foregoing instrument, and
acknowledged that THEY signed the same as
THEIR free and voluntary act and deed, for the
uses and purposes therein mentioned.

GIVEN under my hand and official seal this
11th day of DECEMBER, 1998.

Debi J. Barnum DEBI J. BARNUM
Notary Public in and for the state of WASHINGTON
residing at CAMAS.

On this day of 1998
before me, the undersigned, a Notary Public in and
for the State of Washington, duly commissioned
and sworn, personally appeared to me
known to be the of Washington State
Pollution Liability Insurance Agency the agency
that executed the foregoing instrument, to be the
free and voluntary act and deed of said agency, for
the uses and purposes therein mentioned, and on
oath stated that is authorized to execute the said
instrument.

Witness my hand and official seal hereto affixed
the day and year first above written.

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

Title

My appointment expires

