

134045

BOOK 185 PAGE 779

Return Address:

BLANK COUNTY TITLE

FILE  
BOOK 185  
BLANK COUNTY TITLE

JAN 22 12 53 PM '93

O'Leary

GARY L. O'LEARY

Please Print or Type Information.

Document Title(s) or transactions contained therein:

1. Subordination Agreement

2.  
3.  
4.

GRANTOR(S) (Last name, first, then first name and initials)

1. State of WA, DSHS

2.  
3.  
4.

☐ Additional Names on page \_\_\_\_ of document.

GRANTEE(S) (Last name, first, then first name and initials)

1. Centennial Bank

2.  
3.  
4.

☐ Additional Names on page \_\_\_\_ of document.

LEGAL DESCRIPTION (Abbreviated: I.E., Lot, Block, Plat or Section, Township, Range, Quarter/Quarter)

Lots 22, 23 & 24, Block 7, Town of Stevenson

☐ Complete legal on page \_\_\_\_ of document.

REFERENCE NUMBER(S) of Documents assigned or released:

Lease 124726, Book 160, page 854

Deed of Trust 134041, Book 185, page 740

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

ASSESSOR'S PROPERTY TAX PARCEL/ACCOUNT NUMBER

02-07-01-1-1-4190-00 and 02-07-01-1-1-4000-00

☐ Property Tax Parcel ID is not yet assigned.

☐ Additional parcel #'s on page \_\_\_\_ of document.

The Auditor/Recorder will rely on the information provided on the form. The Staff will not read the document to verify the accuracy or completeness of the indexing information.

**SUBORDINATION, NON-DISTURBANCE  
AND ATTORNMENT AGREEMENT**  
SR&L 7269  
City: Stevenson

CCT-5771  
Centennial Bank ("Lender") whose address is 3700 Pacific Highway East, Suite 400, Tacoma, Washington 98424, has agreed to make a loan (the "Loan") to Vine Street Investors, L.L.C. ("Landlord") to be secured by a Deed of Trust on the property commonly known as 266 Second Avenue, Stevenson, Washington ("the Property"), which property is more particularly described as follows:

Tax Parcel Number: 02-07-01-1-1-4190-00 and 02-07-01-1-1-4000-00.

Common Street Address: 266 Second Avenue, Stevenson, Washington.

Approximately 6,332 square feet of office space, being the entire building located on Parcels No. 02-07-01-1-1-4190-99 and No. 02-07-01-1-1-4000-00 commonly known as 266 Second Avenue, in the City of Stevenson, Washington, together with exclusive use of thirty (30) designated parking stalls, twenty-four (24) of which are covered, including parking designated for persons with disabilities per code, all situate on property legally described as: Lots 22, 23, and 24, Block 7, "Town of Stevenson," situated in the Northeast quarter of Section 1, Skamania County, Washington.

Department of Social and Health Services, acting through the Department of General Administration ("Tenant") whose address is P. O. Box 41015, Olympia, Washington 98504-1015 has a lease dated September 26, 1996 and amended October 20, 1997, (the "Lease") with Vine Street Investors, L.L.C. as Landlord on the above described Property.

Now, therefore, Lender, Landlord and Tenant agree as follows:

1. **Subordination.** Tenant agrees that the Lease, and the rights of Tenant, in, to and under the Lease and the Property, are hereby subjected and subordinated, and shall remain in all

Lease SR&L 7269

City: Stevenson

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December 2, 1998

respects and for all purposes subjected and subordinate, to the Deed of Trust, and to any modifications, amendments or extensions of the Deed of Trust.

2. **Tenant Not to be Disturbed.** Lender agrees that, so long as Tenant is not in default under the Lease or any renewals, extensions, modifications, or amendments, thereof; (a) Tenant's rights under the Lease and possession of the leased premises shall not be diminished or interfered with by Lender, and Tenant's occupancy of the leased premises shall not be disturbed by Lender during the term of the Lease; and (b) Lender will not join Tenant as a party defendant in any action or proceeding foreclosing the Deed of Trust unless its joinder is necessary to foreclose the Deed of Trust, and then for only such purpose and not for the purpose of terminating the Lease.
3. **Tenant to Attorn to Lender.** If Lender becomes the owner of the premises by reason of foreclosure or other proceedings brought to enforce the Deed of Trust, the Lease shall continue in full force and effect as if Lender were the original Landlord, provided that Tenant is not obligated to pay rent to Lender until Tenant has received a written notice from the Lender that it has succeeded to the interest of the Landlord in the Lease. Lender shall not be bound by any prepayment of rent which Tenant might have paid.
4. **Third Party Owner.** If someone acquires the Property through Deed of Trust, whether at a foreclosure sale or otherwise, that person shall have the same rights and obligations to continue the Lease with the Tenant as Lender would have under the preceding paragraphs 2 and 3.
5. **Default.** In the event that the Landlord shall default in the performance or observance of any of the terms, conditions or agreements in the Lease, Tenant shall give written notice thereof to Lender and the Lender shall have the right, but not the obligation, to cure such default within ten (10) days of receipt of notice from Tenant. Tenant shall not take any action to terminate or rescind the Lease, for a period of ten (10) days after receipt of such written notice.
6. **Successors and Assigns.** This agreement shall be binding upon and shall be to the benefit of the parties and their heirs, administrators, representatives, successors, and assigns.
7. **Captions.** The captions in this agreement are for convenience only and are not to be construed as limiting the scope or intent of the provisions contained herein.



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City: Stevenson  
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December 2, 1998

LENDER: WEST COAST BANK - N/A  
Centennial Bank

By: Thomas J. Poole  
Title: vice President  
Date: 12/8/98

LANDLORD:  
Vine Street Investors, L.L.C.

By: [Signature]  
Title: Manager  
Date: 12/8/98

TENANT  
Department of Social and Health Services  
Acting through the  
Department of General Administration

[Signature]  
Mark L. Lahale, Real Estate Services  
Group Manager

Date: 12-3-98

APPROVED AS TO FORM

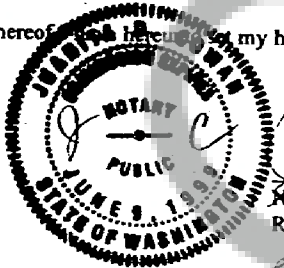
By: Margie Smith  
Assistant Attorney General

Dated: August 25, 1995

STATE OF WASHINGTON )  
                                  ) ss.  
County of Thurston )

I, the undersigned, a Notary Public, do hereby certify that on this 3rd day of December, 1998, personally appeared before me MARK L. LAHALE, Real Estate Services Group Manager, Division of Property Development, Department of General Administration, State of Washington, to me known to be the individual described in and who executed the within instrument, and acknowledged that he signed and sealed the same as the free and voluntary act and deed of the Department, for the purposes and uses therein mentioned, and on oath stated that he was duly authorized to execute said document.

In Witness Whereof, I hereunto set my hand and affixed my official seal the day and year first above written.



[Signature]  
Notary Public in and for the State of Washington,  
Residing at [Address]  
278 6-9-99

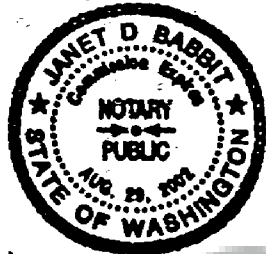
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City: Stevenson  
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STATE OF Washington )  
County of Pierce ) ss.

On this 9th day of December, 1998 before me personally appeared Thomas J. Poole and said person(s) acknowledged that he signed this instrument, and on oath stated that he was authorized to execute the instrument and acknowledged it as the Vice President of Centennial Bank to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

In Witness Whereof I have hereunto set my hand and affixed my official seal the day and year first above written.

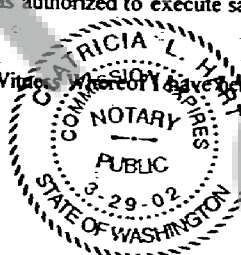


Janet D. Rabbit  
Notary Public in and for the State of Washington,  
Residing at Tacoma  
My commission expires 8-29-02

STATE OF Washington )  
County of Snohomish ) ss.

On this 8th day of December, A.D., 1998 before me personally appeared J. Brent McKinley to me known to be the manager of the corporation that executed the within and 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 he was authorized to execute said instrument and that the seal affixed thereto is the corporate seal of said corporation.

In Witness Whereof I have hereunto set my hand and affixed my official seal the day and year first above written.



Patricia L. Hall  
Notary Public in and for the State of Washington,  
Residing at Granite Falls  
My commission expires 03-29-02