ROOK 188 PAGE 761 134981 163 27 10 45 AH 199 WWSER **AFTER RECORDING MAIL TO:** GARY H. OLSON Name Mr. & Mrs. Allaway Address PO Box 242 City/State Stevenson WA. 98648 5CR72572 **Subordination Agreement** First American Title NOTICE: THIS SUBORDINATION AGREEMENT Insurance Company 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: (this space for title company use only) 1. DAVID R. ALLAWAY & JACQUELINE R. ALLAWAY, husband and wife referred to herein as "subordinator", is the owner and holder of a mortgage dated April 13. ____, 19<u>_______,</u> which is recorded in volume 149 of Mortgages, page 279 , under auditor's file No. 122055 records of _____Skamania County. RIVERVIEW COMMUNITY BANK _referred to herein as "lender", is the owner and holder of a mortgage dated APR' 1 20 .19 99 ____ executed by David & Tabitha Allaway (which is recorded in volume 188 of Mortgages, page 7.54 . , records of ___ Skamania (which is to be recorded concurrently herewith). DAVID W. ALLAWAY & TABITMA L. ALLAWAY, 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. Assessor's Property Tax Parcel/Account Number(s): 03-75-36-3-0-0290-00

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- 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 of 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.
- 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 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 of the lien or charge thereof to a mortgage or mortgages to be there after 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 day of | and | 7 | 19 99 |
|----------------------|-----|-----|-------|
| - | | 700 | |

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.

David R. Allaway Jacqueline R. Allaway Jacqueline R. Allaway

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| County of Jananik | 5. | ACKNO | OWLEDGMENT - Individual |
|---|---------------------------------|--|-----------------------------------|
| On this day personally appeared be To COME line R. to be the individual(s) described in and w | fore me Onvil | R. Allaway | - nd |
| Incomeline R. | Allanny | / | to me known |
| to be the individual(s) described in and w | ho executed the within and fore | going instrument, and ackno | ouledged that the |
| signed the same as | free and voluntary act a | nd deed, for the uses and p | urposes therein mentioned. |
| GIVEN under my hand and official: | seal this 19 day | a <u>APri</u> | <u>99</u> |
| NOTARY OF WAS | MINO PESID | Francic in and for the Storing at Steven Sor | ite of Washington. |
| STATE OF WASHINGTON. | | | |
| County of STATE OF WASHINGTON, | - | ACKNOV | NLEDGMENT - Corporate |
| On this day of Washington, duly commissioned and sw | orn, personally appeared | | ry Public in and for the State of |
| P. H | and | | to me known to be the |
| | Secretary, respectively | | |
| the corporation that executed the for act and deed of said corporation, for the use | oregoing instrument, and ackn | owledged the said instrume | ent to be the free and voluntary |
| authorized to execute the said instrument | | | |
| Witness my hand and official seal he | reto affixed the day and year | Gret about a live | |
| | | and above wither. | |
| | -(| 1 | |
| | Notary residin | Public in and for the State g at | e of Washington, |
| WA-46A (11/96) | My appointm | ent expires | |
| <u> </u> | | | |
| This jurat is page of and | is attached to | date | d |