

139650

BOOK 204 335

FILED FOR RECORD  
SKAMANIA CO. WASH  
BY ASAMANIA CO. 11111

Nov 14 2 48 PM '00  
Auditor  
GARY M. OLSON

AFTER RECORDING MAIL TO:

Name First American Title Insurance Company  
Address 1014 Main Street  
City, State, Zip Vancouver, WA 98660

Filed for Record at Request of  
First American Title Insurance Company/Clark County  
Escrow Number: 20006128



First American Title  
Insurance Company

SCR 23385 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. Bank One, N.A. referred to herein as "subordinator", is the owner and holder of a mortgage dated November 9, 2000, which is recorded in volume 204 of Mortgages, page 327, under auditor's file No. 139649, records of SKAMANIA County.
2. Chase Manhattan Mortgage Corporation referred to herein as "lender", is the owner and holder of a mortgage dated November 8, 2000, executed by James H. Garland and Glenda R. Ratliff Garland (which is recorded in volume 204 of Mortgages, page 307, under auditor's file No. 139648, records of SKAMANIA County) (which is to be recorded concurrently herewith).
3. James H. Garland and Glenda R. Ratliff Garland, 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 "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 9th day of November, 2000

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.

Julie Winchel, Bank One, Manager

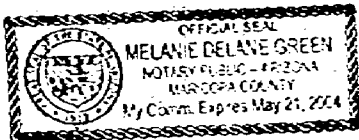
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STATE OF  
COUNTY OF

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I certify that I know or have satisfactory evidence that Julie Winchell is the person who appeared before me, and said person acknowledged that she signed this instrument, on oath stated that she is authorized to execute the instrument and acknowledged it as the Manager of Bank One, N.A. to be the free and voluntary act of such party for the uses and purposes mentioned in this instrument.

Dated: November 10, 2000



*Melanie Delane Green*

Notary Public in and for the State of Arizona  
Residing at Phoenix  
My appointment expires: 5-21-04