

142327

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FILED
SEAL
BY CLARK COUNTY TITLE

SEP 14 2 33 PM '01

GARY M. OLSON
AUDITORWHEN RECORDED RETURN TO
Clark County Title
1400 Washington St., Ste. 100
Vancouver, WA 98660

CCT-74371

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. Thomas J. Haralson and RobbaLee M. Haralson, husband and wife referred to herein as "subordinator", is the owner and holder of a mortgage dated August 20, 2001, which is recorded August 23, 2001, under Recording No. 142110, Book 213, page 875, records of Skamania County.
2. Denis and Claudia Lemoine Living Trust dated May 13, 1998 with Denis Lemoine and Claudia Lemoine as Trustees referred to herein as "lender", is the owner and holder of a mortgage dated September 7, 2001, executed by THE HIGHLANDS LIMITED PARTNERSHIP which is recorded, September 12, 2001 under Recording No. 142309, records of Skamania County. Vol 214 Pg 670
3. THE HIGHLANDS LIMITED PARTNERSHIP 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 day of September, 2001

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.

Thomas J. Haralson

RobbaLee M. Haralson

Prepared by _____

Reviewed by _____

Noted by _____

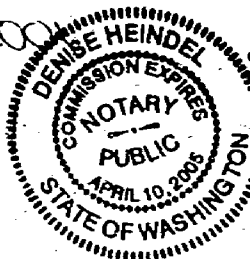
Noted by _____

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STATE OF WASHINGTON
COUNTY OF Clark } ss

I certify that I know or have satisfactory evidence that Thomas J. Haralson and RobbaLee M. Haralson are the persons who appeared before me, and said persons acknowledged it to be their free and voluntary act for the uses and purposes mentioned in this instrument.

Dated: 9/7/2009



Denise Heindel
Notary Public in and for the State of Washington
Residing at 1508 1st Ave
My appointment expires: 4-10-15

STATE OF WASHINGTON
COUNTY OF } ss

I certify that I know or have satisfactory evidence that _____ is/are the persons who appeared before me, and said persons acknowledged that he/she/they signed this instrument, on oath stated that he/she/they 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 this instrument.

Dated:

Notary Public in and for the State of Washington
Residing at _____
My appointment expires: _____

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