

146097

BOOK 230 PAGE 70

FILED
SKAMIA CO. IDAHO
OCT 2 3 00 PM '02
J. MICHAEL F. RIVISON

AFTER RECORDING MAIL TO:

Name Jeffrey Dutton
 Address 4201 Apache Drive
 City/State MT. Vernon, WA 98273
SLR 25080

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. Jeffrey S. Dutton referred to herein as "subordinator", is the owner and holder of a mortgage dated October 2, 2002, which is recorded in volume 230 of Mortgages, page 67, under auditor's file No. 146096, records of Skamania County.

2. BNC Mortgage Inc. referred to herein as "lender", is the owner and holder of a mortgage dated September 23, 2002, executed by Angela Powell (which is recorded in volume 230 of Mortgages, page 50, under auditor's file No. 146095, records of Skamania County) (which is to be recorded concurrently herewith).

3. Angela Powell 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): 03-08-29-4-1-1401-00

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.
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 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 1 day of October, 2002

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.

Jeffrey A. Sullivan

STATE OF WASHINGTON, } ss.
County of SKAGWAN

ACKNOWLEDGMENT - Individual

On this day personally appeared before me Jeffrey S. Button

to me known

to be the individual(s) described in and who executed the within and foregoing instrument, and acknowledged that he
signed the same as his free and voluntary act and deed, for the uses and purposes therein mentioned.GIVEN under my hand and official seal this 1 day of October, 2002

Notary Public
State of Washington
JAMES R COPELAND, JR
MY COMMISSION EXPIRES
September 13, 2003

James R. Copeland, Jr.
Notary Public in and for the State of Washington,
residing at Shawcross

My appointment expires 9-13-03STATE OF WASHINGTON, } ss.
County of _____

ACKNOWLEDGMENT - Corporate

On this _____ day of _____, 19____, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared _____

_____ and _____ to me known to be the

President and _____ Secretary, respectively, of _____
the corporation that executed the 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 _____
authorized to execute the said instrument and that the seal affixed (if any) is the corporate seal of said corporation.

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 _____

My appointment expires _____

WA-46A (11/96)

This jurat is page _____ of _____ and is attached to _____ dated _____