

148147

BOOK 239 PAGE 675

AFTER RECORDING MAIL TO:
HomeStreet Bank
Consumer Lending Department
P.O. Box 2345
Seattle, WA 98111

FILED FOR RECORD
SKAMIA COUNTY, WASH
BY APAMANIA CO, JILL
Mar 31 10 53 AM '03
J. MICHAEL JARVISON

File for Record at Request of
Karen Leakakos
HomeStreet Bank
Consumer Lending Underwriter

L2506701N Subordination Agreement

Reference Number(s): 5100113165

Grantor(s): David & DeeAnn Engler-Ferguson

Grantee(s): HomeStreet Bank

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. HomeStreet Bank A Washington State Chartered Savings Bank referred to herein as "subordinator", is the owner and holder of a mortgage dated April 25, 2002 which is recorded in volume 223 of Mortgages, page 753 under auditor's file No. 144534, records of Skamania County.
2. HomeStreet Bank, a Washington State Chartered Savings Bank referred to herein as "lender", is the owner and holder of a mortgage dated March 25, 2003 executed by David & DeeAnn Engler-Ferguson (which is recorded in volume 239 of Mortgages, page 658 under auditor's file No. 148146, records of Skamania County) (which is to be recorded concurrently herewith).
3. David & DeeAnn Engler-Ferguson 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 21st day of March, 2003

NOTICE: THIS SUBORDINATION 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 THEIR ATTORNEYS WITH RESPECT THERETO.

David Ferguson

HomeStreet Bank

By: Karen Leakakos
Its: Consumer Lending Underwriter

DeeAnn Engler-Ferguson

STATE OF _____ } SS:
County of _____ }

I certify that I know or have satisfactory evidence that

is/are the individual(s) who appeared before me, and said Individual(s) acknowledged that he/she/they signed this instrument and acknowledged it to be his/her/their free and voluntary act for the uses and purposes mentioned in this instrument.

Given under my hand and seal this _____ day of _____, _____.

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

STATE OF Washington } SS:
County of King }

I certify that I know or have satisfactory evidence that

Karen Leakakos

is/are the individual(s) who appeared before me, and said Individual(s) acknowledged that he/she/they signed this instrument, on oath stated that he/she/they is/are authorized to execute the instrument and acknowledge it as the Consumer Lending Underwriter of HomeStreet Bank to be the free and voluntary act of such party for the uses and purposes mentioned in this instrument.

Given under my hand and seal this 21st day of March, 2003

Teresa M Smith
Notary Public in and for the State of Washington
Residing at Seattle
My appointment expires 5-24-04

