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CLARK COUNTY

W. Henry

Recording requested by and
when recorded return to:

CONSUMER LOAN RECORDS CENTER
1170 SILVER RD
HOUSTON, TX 77055
ATTN: MAILSTOP: CLRLTXX
8748032

 **Washington Mutual**

SUBORDINATION AGREEMENT

Loan Number: 025233545

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

THIS AGREEMENT, made this 11 day of July, 2003, by DON HENRY AND BARBARA HENRY, husband and wife, owner of the land hereinafter described and hereinafter referred to as "Owner", and WASHINGTON MUTUAL BANK, present owner and holder of the Security Instrument and Note first hereinafter described and hereinafter referred to as "Beneficiary";

WITNESSETH

THAT WHEREAS, DON HENRY AND BARBARA HENRY, husband and wife, as Grantor, did execute a Security Instrument, dated APRIL 23, 2002 to CLARK COUNTY TITLE, a Virginia corporation, as Trustee, covering:

See Exhibit "A" attached hereto and made a part hereof by this reference.

to secure a Note in the sum of \$50,000, dated APRIL 23, 2002, in favor of WASHINGTON MUTUAL BANK which Security Instrument was recorded on APRIL 29, 2002, in Book 223, Page 658, Instrument No. 144488 of Official Records, in the Office of the County Recorder of SKAMANIA County, State of Washington, and 144488

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WHEREAS, Owner has executed, or is about to execute, a Security Instrument and Note in the sum of \$114,000, dated JULY 10, 2003, in favor of WASHINGTON MUTUAL BANK, hereinafter referred to as "Lender", payable with interest and upon the terms and conditions described therein, which Security Instrument is to be recorded concurrently herewith; and

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WHEREAS, it is a condition precedent to obtaining said loan that said Security Instrument first above mentioned shall unconditionally be and remain at all times a lien or charge upon the land hereinbefore described, prior and superior to the lien or charge of the Security Instrument first above mentioned; and

WHEREAS, Lender is willing to make said loan provided the Security Instrument securing the same is a lien or charge upon the above described property prior and superior to the lien or charge of the Security Instrument first above mentioned and provided that Beneficiary will specifically and unconditionally subordinate the lien or charge of the Security Instrument first above mentioned to the lien or charge of the Security Instrument in favor of Lender; and

WHEREAS, it is to the mutual benefit of the parties hereto that Lender make such loan to Owner; and Beneficiary is willing that the Security Instrument securing the same shall, when recorded, constitute a lien or charge upon said land which is unconditionally prior and superior to the lien or charge of the Security Instrument first above mentioned.

NOW, THEREFORE, in consideration of the mutual benefits accruing to the parties hereto and other valuable consideration, the receipt and sufficiency of which consideration is hereby acknowledged, and in order to induce Lender to make the loan above referred to, it is hereby declared, understood and agreed as follows:

- (1) That said Security Instrument securing said Note in favor of Lender, and any renewals or extensions thereof, shall unconditionally be and remain at all times a lien or charge on the property therein described, prior and superior to the lien or charge of the Security Instrument first above mentioned.
- (2) That Lender would not make its loan above described without this Subordination Agreement.
- (3) That this agreement shall be the whole and only agreement with regard to the subordination of the lien or charge of the Security Instrument first above mentioned to the lien or charge of the Security Instrument in favor of Lender above referred to and shall supersede and cancel, but only insofar as would affect the priority between the Deeds of Trust hereinbefore specifically described, any prior agreement as to such subordination including, but not limited to, those provisions, if any, contained in the Security Instrument first above mentioned, which provide for the subordination of the lien or charge thereof to another Deed or Deeds of Trust or to another mortgage or mortgages.

Beneficiary declares, agrees and acknowledges that:

- A. He consents to and approves (i) all provisions of the Note and Security Instrument in favor of Lender above referred to, and (ii) all agreements, including but not limited to any loan or escrow agreements, between Owner and Lender for the disbursement of the proceeds of

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Lender's loan:

- B. Lender in making disbursements pursuant to any such agreement is under no obligation or duty to, nor has Lender represented that it will, see to the application of such proceeds by the person or persons to whom Lender disburses such proceeds and any application or use of such proceeds for purposes other than those provided for in such agreement or agreements shall not defeat the subordination herein made in whole or in part;
- C. He intentionally and unconditionally waives, relinquishes and subordinates the lien or charge of the Security Instrument first above mentioned in favor of the lien or charge upon said land of the Security Instrument in favor of Lender above referred to and understands that in reliance upon, and in consideration of, this waiver, relinquishment and subordination, specific loans and advances are being and will be made and, as part and parcel thereof, specific monetary and other obligations are being and will be entered into which would not be made or entered into but for said reliance upon this waiver, relinquishment and subordination; and
- D. An endorsement has been placed upon the Note secured by the Security Instrument first above mentioned that said Security Instrument has by this instrument been subordinated to the lien or charge of the Security Instrument in favor of Lender above referred to.

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.

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BENEFICIARY
WASHINGTON MUTUAL BANK

By: *Pamela A Baker*
Name: PAMELA A BAKER
Title: Corporate Officer

OWNER

By: *Don Henry*
DON HENRY
By: *Barbara Henry*
BARBARA HENRY

(ALL SIGNATURES MUST BE ACKNOWLEDGED)

IT IS RECOMMENDED THAT, PRIOR TO THE EXECUTION OF THIS SUBORDINATION AGREEMENT, THE PARTIES CONSULT WITH THEIR ATTORNEYS WITH RESPECT THERETO.

(SUBORDINATION FORM "A")

STATE OF WASHINGTON)
COUNTY OF Clark) ss

On this day personally appeared before me Pamela A Baker a Corporate Officer of Washington Mutual Bank and to me known to be the individuals described in and who executed the within and foregoing instrument, and acknowledge that they signed the same as their free and voluntary act and deed for the uses and purposes therein mentioned.

WITNESS my hand and official seal this 11th day of June 2003
Christina Pershing
Notary Public in and for the State of Washington
residing at: Vancouver, WA

Notary Public
State of Washington
CHRISTINA L. PERSHING
My Appointment Expires Sep 5, 2004

My commission expires: Sept. 5, 2004

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STATE OF WASHINGTON)

COUNTY OF CLALLAM) ss

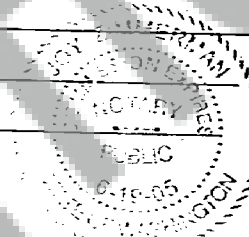
On this day personally appeared before me DON HENRY
and BARBARA HENRY

to me known to be the individuals
described in and who executed the within and foregoing instrument, and acknowledge that they signed
the same as their free and voluntary act and deed for the uses and purposes therein mentioned.

WITNESS my hand and official seal this 25TH day of JULY 2003

Notary Public in and for the State of Washington
residing at: CLALLAM

My commission expires: 6-14-05



STATE OF WASHINGTON)

COUNTY OF) ss

On this day personally appeared before me
and

to me known to be the individuals
described in and who executed the within and foregoing instrument, and acknowledge that they signed
the same as their free and voluntary act and deed for the uses and purposes therein mentioned

WITNESS my hand and official seal this _____ day of _____

Notary Public in and for the State of Washington
residing at: _____

My commission expires: _____

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Exhibit A

That portion Lot 20, Block 1, RIVER GLEN ON THE WASHOUGAL, according to the plat thereof, recorded in Book "A" of plats, page 132, records of Skamania County, Washington, lying Easterly of the following described line:

BEGINNING at a point on the curve of the Northerly line of said Lot 20, which is 27.90 feet Westerly, when measured along said curve line, from the Northeast corner of said Lot; thence South 22°30' West 100 feet; thence South 16°58'30" East, parallel with the Easterly line of said lot, 240 feet, more or less, to the thread of the Washougal River.