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BOOK 252 PAGE 287

FILED
SEPT 15 2003
CLARK COUNTY TITLE

OCT 15 8 57 AM '03

J. MICHAEL J. JENKINS

RETURN ADDRESS:

CONSUMER LOAN RECORDS CENTER
1170 SILVER ROAD
HOUSTON, TX 77055
ATTN: MAILSTOP: CLRVLTTX

Please print or type information

Document Title(s) (or transactions contained therein):

1. SUBORDINATION AGREEMENT

Reference Number(s) of Documents:
141722 Book 212 Page 472

Grantor(s) (Last name first, then first name and initials)

1. WASHINGTON MUTUAL BANK
2. MCWHORTER, RICKY A.
3. MCWHORTER, ANDREA A.
4. ☐ Additional names on page of document.

Grantee(s) (Last name first, then first name and initials)

1. WASHINGTON MUTUAL BANK
2. ☐ Additional names on page of document.

Legal description (abbreviated: i.e. lot, block, plat or section, township, range)
See Exhibit A attached hereto and made a part hereof.

Abbreviated Legal: Lot 3 SP2-136

☒ Additional legal on page 8 of document.

Assessor's Property Tax Parcel/Account Number
01-05-03-00-0167-00

☐ Additional on page of document.

The Auditor/Recorder will rely on the information provided on the form. The staff will not read the document to verify the accuracy or completeness of the indexing information provided herein.

Recording requested by and
when recorded return to:

CONSUMER LOAN RECORDS CENTER
1170 SILVER RD
HOUSTON, TX 77055
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SUBORDINATION AGREEMENT

Loan Number: 0020624334

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 06 day of October, 2003, by RICKY A MCWHORTER and ANDREA M MCWHORTER, 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, RICKY A MCWHORTER and ANDREA M MCWHORTER, husband and wife, as Grantor, did execute a Security Instrument, dated July 13, 2001 to CASCADE TITLE CO., 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 \$93,000, dated JULY 13, 2001, in favor of which WASHINGTON MUTUAL BANK Security Instrument was recorded on JULY 18, 2001, in Book 212, Page 472, Instrument No. 141722, of Official Records, in the Office of the County Recorder of SKAMANIA County, State of Washington, and

WHEREAS, Owner has executed, or is about to execute, a Security Instrument and Note in the sum of \$146,000, dated OCTOBER 3, 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

WHEREAS, it is a condition precedent to obtaining said loan that said Security Instrument last 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

Loan Number: 0020624334

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 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.

Loan Number: 00208243.4

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.

Loan Number: 0020624334

BENEFICIARY
WASHINGTON MUTUAL BANK

By: [Signature]
Name: DANIEL J SOUVENIR
Title: Corporate Officer

OWNER

By: [Signature]
Name: RICKY A MCWHORTER
By: [Signature]
Name: ANDREA M MCWHORTER

(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

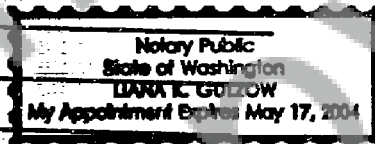
COUNTY OF CLARK) ss

On this day personally appeared before me Daniel J Souvenir who is a corporate officer for 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 14th day of October, 2003.

Notary Public in and for the State of Washington
residing at: [Signature]

My commission expires: 5/17/04



Loan Number: 0020624334

STATE OF WASHINGTON

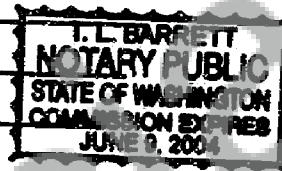
COUNTY OF Clark

On this day personally appeared before me Ricky A. Newhouser and Andrea A. Newhouser, 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 9th day of October, 2003.

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

My commission expires: 6/9/04



STATE OF WASHINGTON

COUNTY OF _____

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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Loan Number: 0020624334

EXHIBIT "A"

See Exhibit A attached hereto and made a part hereof.
Abbreviated Legal: Lot 3 SP2-136

Exhibit A

The following described real property located in Skamania County, Washington, to-wit:

The West 670 feet of the following:

A tract of land in the Northwest quarter of the Northeast quarter of Section 3, Township 1 North, Range 5 East of the Willamette Meridian, (Government Lot 2), described as follows:

BEGINNING at the Northwest corner of said Government Lot 2; thence South along the West line of said Lot 2, a distance of 300 feet; thence East parallel with the North line of said Lot 2 to a point on the Westerly right of way line of Mabae Mines Road No. 11120, as the same is established and traveled April 1, 1978; thence along said Westerly right of way line in a Northerly direction to where said right of way line intersects the Northerly line of said Lot 2; thence West along said North line to the Point of Beginning.

ALSO known as Lot 3 of the BURNETT SHORT PLAT NO. 1, as recorded in Book 2, page 138, of Short Plats, under Auditor's File No. 89557, records of Skamania County, Washington.