ROOK 252 PAGF 905

FILED FOR REGORD SKAMPER OF WASH BY ASABAMA CO. III.A

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First American Title Insurance Company

AFTER RECORDING MAIL TO:

Name Countrywide Home Loans, Inc. Address PO Box 10266

City/State Van Nuys, CA 91410-0265

SCIC 26214

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

- 1. SUBORDINATION AGREEMENT

Reference Number(s) of Documents assigned or released: DEED OF TRUST RECORDED FEBUARY 20, 2001 IN BOOK 206 PAGE 719 AUDITOR NO. 140376

☐ Additional numbers on page _

(this space for title company use only)

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

- 1. RICHARD A. WHITEAVER
- 2. Countrywide Home Loans, Inc.
- 3. 4.
- 5.

 Additional names on page ____ of document

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

- 1. COUNTRYWIDE HOME LOANS, INC.
- 2.
- 3.
- 5. Additional names on page _____ of document

Abbreviated Legal Description as follows: (i.e. lot/block/plat or section/township/range/quarter/quarter)

Lot 8 of the Wind River Lots, recorded in Book 'B' of Plats, Page 18, in the County of Skamania, State of Washington.

Complete legal description is on page _ ____ of document

Assessor's Property Tax Parcel / Account Number(s): 04-07-26-3-1-0108-00

WA-I

NOTE: The auditor/recorder will rely on the information on the form. The staff will not read the document to verify the accuracy or completeness of the indexing information provided herein.

SUBORDINATION AGREEMENT

WHEN RECORDED MAIL TO:

COUNTRYWIDE HOME LOANS, INC MSN SV-79 / DOCUMENT CONTROL DEPT PO BOX 10266 VAN NUYS, CALIFORNIA 91410-0266

PREPARED BY: JOHN CALLANDER

LOAN#-5163995 E8CROW/CLOSING #:26214/39661552

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 SUBORDINATION AGREEMENT is made this 8TH day of OCTOBER, 2003, by RICHARD A. WHITEAKER,

LOAN:5163005

Owner of the land hereinafter described and hereinafter referred to as "Owner" and COUNTRYWIDE HOME LOANS, INC. present owner and holder of the deed of trust and note first hereinafter described and hereinafter referred to as "Beneficiary";

WITNESSETH

THAT WHEREAS, RICHARD A. WHITEAKER did execute a lien, dated 02/08/2001 to SKAMANIA COUNTY TITLE COMPANY, 85 "Trustee," covering: LOT 8 OF THE WIND RIVER LOTS, RECORDED IN BOOK "B" OF PLATS, PAGE 18, IN THE COUNTY OF SKAMANIA. STATE OF WASHINGTON. to secure a note in the sum of \$25,000.00, dated 02/08/2001 in favor of COUNTRYWIDE HOME LOANS, INC., which Deed of Trust was recorded 02/20/2001, in book 206 page 719 DOC #140376 of Official Records of said county; and

WHEREAS, Owner has executed, or is about to execute a deed of trust and note in the sum of \$115,000.00, dated 10 / 15 /2003, in favor of COUNTRYWIDE HOME LOANS, INC, 4360 PARK GRANADA, CALABASAS, CA 91302-1613
herein after referred to as "Lender", payable with interest and upon terms and conditions described therein, which deed of trust is to be recorded concurrently herewith: and

BOOK 353 PAGE 908

LOAN#:5163005

WHEREAS, it is a condition precedent to obtaining said loan that said deed to trust 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 first mentioned above; and

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

WHEREAS, it is to the mutual benefit of the parties hereto that Lender make such a loan to Owner; and Beneficiary is willing that the deed of trust securing the same shall, when recorded, continue a lien or charge upon said land which is unconditionally prior and superior to the lien 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 referenced to, it is hereby declared, understood and agreed as follows:

- (1) That said deed of trust 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 first above mentioned.
- (2) That Lender would not make its loan described without this subordination agreement.
- (3) That this agreement shall be the whole and only agreement with regard to the subordination of the lien first mentioned to the lien or charge of the deed of trust in favor of the Leader above referred to and shall supercede and cancel, but only insofar as would greatly affect the priority between the deeds of trust hereinbefore specifically described, any prior agreements as to such subordination including, but not limited to, those provisions, if any, contained in the lien first above mentioned, which provide for the subordination of the lien to a deed of trust.

Beneficiary declares, agrees and acknowledges that

(a) He consents and approves (i) all provision of the note and deed of trust in favor of Lender above referenced to, and (ii) all agreements, including but not limited to any new loan or escrow agreements, between Owner and Lender for disbursement of the proceeds of Lender's Loan;

initiale:

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LOAN #:5163005

- Lender is making disbursements pursuant to any such agreement is under no obligation or duty to, nor had Lender represented that it will, see to the application of such proceeds by the person or persons to whom the Lender disburses such proceeds and any application or use of such proceeds for purposes other that those provided for in such agreement or agreements shall not defeat the subordination herein made in whole or in part;
- He intentionally and unconditionally waives, relinquishes and subordinates the lien first above mentioned in favor of the lien or charge upon said land of the deed of trust in favor of Lender above referred to and understands that in reliance upon, and in consideration of, this waiver, relinquish and subordinate specific loans and advances are being 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, relinquish and subordination; and
- An endorsement had been placed upon the lien first above mentioned that said lien has by this instrument been subordinated to the deed of trust in favor of Lender above referred

NOTICE: THIS SUBORDINATION AGREEMENT CONTAINS A PROVISION WHICH ALLOWS THE PERSON OBLIGATED ON YOUR REAL PROPERTY SECURITY TO OBTAIN A LOAN PORTION OF WHICH MAY BE EXPENDED FOR OTHER PURPOSES THAN IMPROVEMENTS OF THE LAND.
COUNTRYWIDE HOME LOANS, J

ASSISTANT VICE PRESIDENT

ALL PURPOSE ACKNOWLEDGMENT STATE OF TEXAS **COUNTY OF COLLIN** before me, RUTH DAVIES personally appeared BETTYE SCOVILLE, ASSISTANT VICE PRESIDENT, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(les), an that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument. WITNESS my hand and official seal. RUIH A DAVIES Notary Public State of Texas Commission Expires Morch 2, 2004 Signature. ATTENTION NOTARY: Although the information requested below is OPTIONAL, it could prevent fraudulent attachment of this certificate to another document. THIS CERTIFICATE MUST BE ATTACHED TO THE DOCUMENT DESCRIBED AT RIGHT. Title of Document Type Number of Pages Date Signer(s) Other Than Named Above **Date of Document**