

151630

BOOK 256 PAGE 364

FILED
SKAMANIA CO, 1711

JUN 2 12 54 PM '04

U. Germanu
J. N. N.

AFTER RECORDING MAIL TO:

NAME: Bay Creek Mtg.
ADDRESS: 9828 E Burnside, Ste 100
CITY/STATE: Portland, OR 97216
Set 26449

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. HOUSEHOLD MORTGAGE SERVICES (HMS) referred to herein as

"subordinator", is the owner and holder of a mortgage dated OCTOBER 15, 2003 which was

recorded in BOOK 252, PAGE 852, AUDITOR FILE NO. 150822 on OCTOBER 22, 2003, records of SKAMANIA County.

2. BAYCREEK MORTGAGE its successors and/or assigns referred to herein as

"lender", is the owner and holder of a Mortgage dated December 22 20 03, executed by Sydney Goynes and Gloria Goynes (which is recorded in volume 256 of Mortgages,

page 320 under Auditor's File No. 151620, records of Skamania County. (which is to be recorded concurrently herewith)

3. GOYNE, SYDNEY C AND GOYNE, GLORIA referred to herein as

"owner", is the owner of all the real property described in the mortgage identified above in Paragraph 2.

LEGAL DESC.: LOT 1 OF THE WINDSONG ESTATES NO. 2, ACCORDING TO THE RECORDED PLAT THEREOF, RECORDED IN BOOK "B" OF PLATS, PAGE 105, IN THE COUNTY OF SKAMAINIA, STATE OF WASHINGTON.

PROPERTY ADDRESS: 3201 SUNSET DRIVE
NORTH BONNEVILLE, WA 98639

LOAN AMOUNT NOT TO EXCEED: \$ 135,780

Assessor's Property Tax Parcel/Account Number(s): 02-07-20-4-2-0400-00

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 therein, 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 there under, including any extensions 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 if 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 23rd day of December, 2003

David Bertaut
Subordinator David Bertaut V.P. Admin. Svcs.



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.

STATE OF FLORIDA

COUNTY OF HILLSBOROUGH

I certify that I know or have satisfactory evidence that the person(s) who appeared before me, and said person(s) acknowledged that they signed this instrument, on oath stated that David Bertaut

are authorized to execute the instrument and acknowledged it as the

Vice President

of Household Mortgage Services

to be the free and voluntary act of such party for the purposes mentioned in this instrument.

Dated: December 23rd 2003 Notary Public in and for the State of FLORIDA

Notary Public: Kristen Aguilar

My appointment expires: _____

(Seal)

