

WHEN RECORDED RETURN TO:  
COLUMBIA CREDIT UNION  
REAL ESTATE DEPARTMENT  
P.O. BOX 324  
VANCOUVER, WA 98666

Doc # 2004155604  
Page 1 of 3  
Date: 12/15/2004 11:07A  
Filed by: SKAMANIA COUNTY TITLE  
Filed & Recorded in Official Records  
of SKAMANIA COUNTY  
J. MICHAEL GARVISON  
AUDITOR  
Fee: \$21.00

71749

SEP 27350

(Space above this line for recording purposes)

## SUBORDINATION AGREEMENT

### Subordination of Deed of Trust

THIS SUBORDINATION AGREEMENT (the "Agreement") is made and entered into this 02 day of Dec, 2004 by RICHARD L COCHRAN and RHONDEL Q COCHRAN (the "Owner"), and C/O LUMBA/IN/ CREED/IN/ UN/IN/ (the "Beneficiary").  
Department of Community, Trade and Economic Development

#### RECITALS

Skamania County Title Co.  
1. The owner executed a deed of trust to /d d / d d / d d / d d / d d / d d /,  
Trustee (the "Beneficiary's Deed of Trust") dated 08/10/04 encumbering the  
following described real property (the "Property"):

SEE EXHIBIT A FOR FULL LEGAL DESCRIPTION, PAGE 3

LOT 10 STEVENSON PARK

07-75-36-3-0-0281-00

to secure a promissory note in the sum of \$ 25,000.00, dated 08/10/04 in  
favor of Beneficiary, which deed of trust was recorded 10/29/04 in Auditor's File  
No. 2004155011 of the records of the County of SKAMANIA, State of  
WA.

2. The owner has now or is about to execute a new deed of trust (the "New Lender's Deed of  
Trust") and note in the sum of \$ 58,515.00, dated 10-29-2004, in favor of  
Columbia Credit Union (the "New Lender"), which will also encumber the  
Property and which will also be recorded in the official records of the County of  
SKAMANIA, State of WASHINGTON Recorded 12-15-04  
in Auditor's File No 2004155603

3. It is a condition precedent to obtaining the new loan (the "New Loan") from the New Lender  
that the New Deed of Trust shall unconditionally be and remain at all times a lien upon the Property that is  
prior and superior to the lien of the Beneficiary's Deed of Trust, and that the Beneficiary subordinates the  
Beneficiary's Deed of Trust to the New Lender's Deed of Trust.


4. It is to the mutual benefit of the parties to this Agreement that the New Lender make the New  
Loan to the Owner, and the Beneficiary is willing to subordinate the Beneficiary's Deed of Trust to the  
New Lender's Deed of Trust.

NOW, THEREFORE, in consideration of the mutual benefits accruing to the parties and other valuable consideration, the receipt and sufficiency of which consideration is hereby acknowledged, and in order to induce the New Lender to make the New Loan, the parties agree as follows:

- (1) That the New Lender's Deed of Trust, together with any renewals or extensions thereof, shall unconditionally be and remain at all times a lien or charge on the Property that is prior and superior to the lien or charge of Beneficiary's Deed of Trust until the New Lender's promissory note secured by the New Lender's Deed of Trust is paid. Notwithstanding anything to the contrary, this Agreement shall not extend to any principal advances made by the New Lender after the date of the New Loan, except that this Agreement shall extend to future advances made for taxes, insurance, fees, costs, and expenses required to protect the interests of the New Lender in connection with the New Loan;
- (2) That the New Lender would not make the New Loan without this Agreement; and
- (3) That this Agreement shall be the whole and only agreement with regard to the subordination of the Beneficiary's Deed of Trust to the New Lender's Deed of Trust.

The Beneficiary agrees and acknowledges:

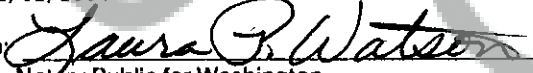
- (1) That the New Lender in making disbursements pursuant to the New Loan is under no obligation or duty to, nor has the New Lender represented that it will, see to the application of such proceeds by the person or persons to whom the New Lender disburses such proceeds;
- (2) That the Beneficiary unconditionally subordinates the Beneficiary's Deed of Trust in favor of the New Lender's Deed of Trust and understands that in reliance upon, and in consideration of this 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 that would not be made or entered into but for said reliance upon this subordination; and
- (3) That the Beneficiary's Deed of Trust has by this instrument been subordinated to the New Lender's Deed of Trust subject to the provisions of this Agreement.

  
By: Jim Keogh III  
Its: Managing Director

STATE OF WASHINGTON       )  
  )SS.  
COUNTY OF Thurston       )

Personally appered Jim Keogh III as Managing Director,  
who, being duly sworn stated and acknowledged that the foregoing instrument was executed on behalf of Dept. of Community, Trade and\*  
for the purposes stated therein; that the seal, in any affixed to the instrument is the corporate seal of corporation; and that he signed the instrument with proper authority and as the voluntary act of the corporation/ Department  
\*Economic Devekopmant

Dated: 12/02/2004

Before me:   
Notary Public for Washington  
My commission expires: February 6, 2008

NOTARY PUBLIC  
State of Washington  
LAURA P. WATSON  
Commission Expires FEBRUARY 6, 2008

EXHIBIT 'A'

Beginning at the Southwest corner of Lot 10 of Stevenson Park Addition, according to the official Plat thereof, on file and of record at Page 38 of Book 'A' of Plats, records of Skamania County, Washington; thence East 255 feet; thence North 30°49' West 70.3 feet; thence North 39°52' West 188.9 feet; thence North 08°18' East 40 feet to the initial point of the tract hereby described; thence North 48°07' East 181 feet; thence North 43°28' West 119.5 feet; thence North 88°40' West 93.8 feet to the center line of Strawberry Road; thence following the center line of said Strawberry Road, South 02°21' West 225.1 feet to the intersection of said Strawberry Road with Frank Johns Road; thence South 44°04' East 22.1 feet along the center line of the said Frank Johns Road; thence North 48°07' East 46.7 feet to the initial point.

Unofficial  
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