

WHEN RECORDED RETURN TO:

NAME: Addison Avenue Federal Credit Union  
ADDRESS: PO Box 10302  
CITY,STATE,ZIP Palo Alto CA 94304

## Chicago Title Insurance Company

ORDER NO.:

### DOCUMENT TITLE(s)

1. Subordination Agreement
- 2.
- 3.
- 4.

### REFERENCE NUMBER(s) OF DOCUMENTS ASSIGNED OR RELEASED:

☐ Additional reference numbers on page z of document

1. 2004154656
- 2.
- 3.

### GRANTOR(s): (last name, then first name and initials)

1. Addison Avenue Federal Credit Union
2. Mark Reihl
- 3.

☐ Additional names on page of document

### GRANTEE(s): (last name, then first name and initials)

1. National City Bank
- 2.
- 3.

☐ Additional names on page of document

### TRUSTEE:

1. T. D. Service Company

### LEGAL DESCRIPTION (abbreviated: ie Lot, Block, Plat or Section, Township, Range)

Sec 5, T1N, R5E

☒ Additional legal description is on page 6 of document

### ASSESSOR'S PROPERTY TAX PARCEL ACCOUNT NUMBER(s):

1. 01-05-05-0-0-0600-00
- 2.
- 3.

☐ Additional legal description is on page of document

I am requesting an emergency non-standard recording for an additional fee as provided in RCW 36.18.010. I understand that the recording processing requirements may cover up or otherwise obscure some part of the text of the original document.

Signature of Requesting Party

**RECORDING REQUESTED BY:**

**When Recorded Mail Document To:**  
Addison Avenue Federal Credit Union  
P.O. Box 10302  
Palo Alto, CA 94304

APN: 01-05-050-0-0000-00  
**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.

THIS AGREEMENT, made March 14, 2006 by Mark C Riehl, owner of the land hereinafter described and hereinafter referred to as "Owner," and Addison Avenue Federal Credit Union, present owner and holder of the Deed of Trust and Note, and A first hereinafter described and hereinafter referred to as "Beneficiary";

**WITNESSETH**

THAT WHEREAS, Mark C Riehl, did execute a Deed of Trust, dated November 3, 2003, to TD Service Company, as "Trustee", covering: Legal description attached hereto and made a part hereof, to secure a Note in the sum of \$47,160.41, dated November 3, 2003, in favor of Addison Avenue Federal Credit Union, which Deed of Trust was recorded as instrument number 2004154656, in book N/A, page N/A, 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 \$112,000.00, dated 3-17-06, in favor of National City Bank, hereinafter referred to as "Lender", payable with interest and upon the terms and conditions described therein, which Deed of Trust is to be recorded concurrently herewith; and

WHEREAS, it is a condition precedent to obtaining said loan that said Deed of 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 or charge of the Deed of Trust first above mentioned; and

WHEREAS, Lender is willing to make said loan provided the Deed of Trust securing the same is a lien or charge upon the described property prior and superior to the lien or charge of the Deed of Trust first above mentioned and provided that Beneficiary will specifically and unconditionally subordinate the lien or charge of the Deed of Trust first above mentioned to the lien or charge of the Deed of Trust 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, constitute a lien or charge upon said land which is unconditionally prior and superior to the lien or charge of the Deed of Trust first above mentioned.

APN:

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

DOC # 2006160931  
Page 2 of 6

acknowledged, and in order to induce Lender to make the loan above referred to, 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 or charge of the Deed of Trust 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 Deed of Trust first abovementioned to the lien or charge of the Deed of Trust 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 lien first above mentioned, which provide for the subordination of the lien or charge thereof to another deed or deeds of trust to another mortgage or mortgages.

Beneficiary declares, agrees and acknowledges that:

- (a) He consents to and approves (i) all provisions of the Note and Deed of Trust in favor of Lender above referred to, and (ii) all agreements, including but not limited to any loan or escrow agreements be, 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 Deed of Trust 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, 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 Deed of Trust first above mentioned that said Deed of Trust has by this instrument been subordinated to the lien or charge of the Deed of Trust in favor of Lender above referred to.

APN:

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 EXPENSED 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.

Addison Avenue Federal Credit Union

 **David Scalora**  
ADDISON AVENUE FEDERAL CREDIT UNION

  
MARK C RIEHL

# CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of SANTA CLARA } ss.

On MARCH 14, 2006 before me, WINDY DAWN GRIFFITH  
Date Name and Title of Officer (e.g., "Jane Doe, Notary Public")  
 personally appeared DAVID SCAURA  
Name(s) of Signer(s)

☒ personally known to me  
☐ 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(ies), and 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.

*[Signature]*  
 Signature of Notary Public

## OPTIONAL

*Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.*

### Description of Attached Document

Title or Type of Document: SUBORD AGREEMENT

Document Date: MARCH 14, 2006 Number of Pages: 4

Signer(s) Other Than Named Above: \_\_\_\_\_

### Capacity(ies) Claimed by Signer

Signer's Name: \_\_\_\_\_

- ☐ Individual
- ☐ Corporate Officer — Title(s): \_\_\_\_\_
- ☐ Partner — ☐ Limited ☐ General
- ☐ Attorney-in-Fact
- ☐ Trustee
- ☐ Guardian or Conservator
- ☐ Other: \_\_\_\_\_

Signer Is Representing: \_\_\_\_\_

RIGHT THUMBPRINT  
OF SIGNER

Top of thumb here

EXHIBIT 'A'

A portion of the West Half of the Southwest Quarter of Section 5, Township 1 North, Range 5 East of the Willamette Meridian, Skamania County Washington, described as follows:

BEGINNING at a point on the West line of said West Half of the Southwest Quarter, North  $00^{\circ}46'52''$  East 1164.82 feet from the Southwest corner thereof; thence South  $89^{\circ}13'08''$  East 300.00 feet to the True Point of Beginning; thence North  $00^{\circ}46'52''$  East parallel with said West line of the West Half Southwest Quarter 1474.91 feet to the North line of said West Half Southwest Quarter; thence South  $89^{\circ}18'09''$  East along said North Line 249.57 feet; thence South  $04^{\circ}20'50''$  East, 1235.44 feet; thence South  $00^{\circ}46'52''$  West, parallel with the West line of said West Half of the Southwest Quarter 244.79 feet; thence North  $89^{\circ}13'08''$  West 360.00 feet to the True Point of Beginning.

TOGETHER WITH a 60 foot easement, the centerline of which is described as follows:

BEGINNING at a point on the North right-of-way line of the Belle Center county Road which point is South  $89^{\circ}13'08''$  East 660.00 feet from the West line of said Southwest Quarter; thence North  $00^{\circ}46'52''$  East parallel with said West line 867.22 feet; thence North  $89^{\circ}13'08''$  West 660.00 feet to the West line of the said Southwest Quarter.

ALSO beginning at a point on the North right-of-way line of the Belle Center County Road which point is South  $89^{\circ}13'08''$  East 660.00 feet from the West line of said Southwest Quarter; thence North  $00^{\circ}46'52''$  East parallel with said West line 867.22 feet to the True Point of Beginning; thence North  $00^{\circ}46'52''$  East 214.79 feet.