When recorded return to: GARRY SCHNELL 520 SW YAMHILL, SUITE 600 PORTLAND, OR. 97204 Doc # 2006164357

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Date: 12/29/2006 02:10P

Filed by: CLARK COUNTY TITLE

Filed & Recorded in Official Records
of SKAMANIA COUNTY

SKAMANIA COUNTY AUDITOR
J MICHAEL GARVISON

Fee: \$33.80

Escrow No.:00107270

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. GREGORY R. WILSON AND DODY L. WILSON referred to herein as "subordinator", is the owner and holder of a mortgage dated December 29, 2006, which is recorded in ______ of Mortgages, page ____, under auditor's file No. 2006/14350, records of SKAMANIA County.
- 2. JP MORGAN CHASE BANK, N.A. referred to herein as "lender", is the owner and holder of a mortgage dated December 22, 2006 executed by DAVID S. IMHOLT (which is recorded in volume ______ of Mortgages, under auditor's file No. 2000 Executed by SKAMANIA County) (which is to be recorded concurrently herewith).
- 3. DAVID S. IMHOLT, A MARRIED MAN, AS HIS SOLE AND SEPARATE PROPERTY referred to herein as "owner", is the owner of all the real property described in the mortgage identified above in Paragraph 2.
- 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 therewith, 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 hereunder, including any extension 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 in 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 thereafter 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 727-62 of December 7000

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.

BY: Dody Lynn Wilson, his attorney-in-fact Date Dody Lynn Wilson Date

12-27-06

12/27/06

On this 27TH day of DECEMBER, 2006, before me personally appeared DODY LYNN WILSON, to me known to be the individual described in and who executed the foregoing instrument for herself and as Attorney in Fact for GREGORY R. WILSON and acknowledged that she signed and sealed the same as her free and voluntary act and deed for herself and also as her free and voluntary act and deed as Attorney in Fact for said principal for the uses and purposes therein mentioned, and on oath stated that the Power of Attorney authorizing the execution of this instrument has not been revoked and that the said principal in now living, and is not incompetent.

Dated: DECEMBER 27, 2006

LINDA N. PATTERSON NOTARY PUBLIC STATE OF WASHINGTON COMMISSION EXPIRES SEPTEMBER 1, 2009

Linda Patterson

Notary Public in and for the State of Washington

Residing in Vancouver

My appointment expires: 9-1-09