Doc # 2008168950
Page 1 of 4
Date: 2/8/2008 01:28P
Filed by: SKAMANIA COUNTY TITLE
Filed & Recorded in Official Records
of SKAMANIA COUNTY
SKAMANIA COUNTY
SKAMANIA COUNTY
J MICHAEL GARVISON
Fee: \$45,80

Space above line for recording purposes

JO142

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## 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 is made this 24th day of December 2007, by and between Wells Fargo Bank, N.A. a national bank with its headquarters located at 3476 STATE VIEW BLVD FORT MILL, SC 29715-7200 (herein called "Lien Holder"), and Wells Fargo Bank, N.A., with its main office located in the State of Iowa (herein called the "Lender").

## RECITALS

Lien Holder is the beneficiary/mortgagee under a deed of trust/mortgage, dated May 10, 2002 executed by Arnold B. Whitley and Lynn C. Whitley (the "Debtor") which was recorded in the county of SKAMANIA, State of WASHINGTON, as 144791, Book 224, Page 710 on May 28, 2002 (the "Subordinated Instrument") covering real property located in UNDERWOOD in the above-named county of SKAMANIA, State of WASHINGTON, as more particularly described in the Subordinated Instrument (the "Property").

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PLEASE SEE ATTA CHED EXHIBIT "A" (Legal Description)

Lender will make a loan to the Debtor secured by a deed of trust/mortgage on the Property which will be recorded (the "Lender Instrument"). The Lender Instrument will secure a promissory note/line of credit agreement not to exceed the amount of \$251,304.

\* Please record concurrently with Deed of Trust.
Lien Holder has agreed to execute and deliver this Subordination Agreement.

ACCORDINGLY, in consideration of the property and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Lien Holder hereby agrees with Lender as follows:

- 1. Regardless of any priority otherwise available to Lien Holder, the lien of the Subordinated Instrument is, shall be and shall remain fully subordinate for all purposes to the lien of the Lender Instrument, to the full extent of the sum secured by the Lender Instrument, including not only principal and interest on the principal indebtedness secured thereby but all other sums secured by the Lender Instrument, excluding non-obligatory future advances.
- 2. Lien Holder warrants to Lender that Lien Holder presently owns the Subordinated Instrument and indebtedness secured thereby, free and clear of all liens, security interests and encumbrances.
- 3. This Agreement is made under the laws of the State of WASHINGTON. It cannot be waived or changed, except by a writing signed by the parties to be bound thereby. This Agreement is made between Lender and Lien Holder. It shall be binding upon Lien Holder and the successors and assigns of Lien Holder, and shall inure to the benefit of, and shall be enforceable by, Lender and its successors and assigns. Neither the Debtor nor any other person (except Lender, its successors and assigns), shall be entitled to rely on, have the benefit of or enforce this Agreement.

IN WITNESS WHEREOF, this Subordination Agreement is executed on the day and year first above stated.

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1000 Blue Gentian Rd

Eagan, MN 55121

WELLS FARGO BANK N.A.

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

By: Latoya Pavidson

Title: Vice President of Loan Documentation

STATE OF SOUTH CAROLINA)

COUNTY OF YORK)

On this 24th day of December, 2007, Before me Frandolyn Kennedy, personally appeared Latoya Davidson, Vice President Loan Documentation as OFFICER of WELLS FARGO BANK, N.A.

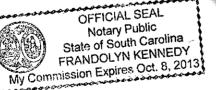
© personally known to me □ proved to me on the basis of satisfactory evidence

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, and that such individual made such appearance before the undersigned in the City of Fort Mill, County of

York, State of South Carolina WITNESS my hand and official seal,

Signature of Notary Public

Frandolyn Kennedy My commission expires: October 8, 2013.



## Exhibit 'A' Legal Description

Lot 10 and the south 44 feet of even width of lot 9, Orington Heights, according to the recorded plat thereof, recorded in book 'A' of plats, page 146, in the county of Skamania, State of Washington

APN 03-10-21-3-2-0106-00

