Doc # **2008169202** Page 1 of 2

Date: 3/10/2008 10:51A
Filed by: CLARK COUNTY TITLE
Filed & Recorded in Official Records
of SKAMANIA COUNTY
SKAMANIA COUNTY AUDITOR

J MICHAEL GARVISON Fee: \$43.08

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WHEN RECORDED RETURN TO:

RIVERVIEW COMMUNITY BANK PO BOX 872290 VANCOUVER, WA 98687



FILED FOR RECORD AT REQUEST OF

RIVERVIEW COMMUNITY BANK

SUBORDINATION AGREEMENT

Reference # (If Applicable):	840052795	Additional on pg.
Grantors (Seller): (1)	Pac Rim Homes, LLC	Additional on pg.
(2)		
(3)		
Grantees (Buyer): (1)	RIVERVIEW COMMUNITY BANK	
(2)		
Legal Description (abbreviated):	Lot(s) 2, of SP3-44 and Lot HOVE'S ORCHARD & HOME TTS	Additional legal on pg. 3
Assessor's Tax Parcel ID	03 07 36 2 0 1400 00 & 03 07 36 1 0 1200 00	

NOTICE: THIS SUBORDINATION AGREEMENT RESULTS IN YOUR SECURITY INTEREST IN THE PROPERTY BECOMING SUBJECT TO AND OF LOWER PRIORITY THAN THE LEIN OF SOME OTHER OR LATER SECURITY INSTRUMENT.

The undersigned subordinator and owner agrees as follows:

- RIVERVIEW COMMUNITY BANK, referred to herein as "subordinator", is the owner and holder of a mortgage dated January 5, 2008, which mortgage is duly recorded on January 31, 2008 under Auditor's File No. 2008168864, records of Skamania County.
- 2. RIVERVIEW COMMUNITY BANK referred to herein as "lender", is the owner and holder of a mortgage dated <u>January 24</u>, 2008, executed by <u>Pac Rim Homes, LLC</u> (which is recorded on <u>January 31, 2008</u>, in Volume ______ of Mortgages, Page _____, under Auditor's file number 2008168865, records of <u>Skamania</u> County).
- Pac Rim Homes, LLC 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 or her 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 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 mad in whole or in part.
- 6. It is understood by the parties 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 supercede 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, administrator, 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.

Subordination Agreement continued on page 2 of 2

Executed this 4th day of March, 2008.

NOTICE: THIS SUBORDINATION AGREEMENT CONTAINS A PROVISION WHICH ALLOWS THE PERSON OBLIGIATED 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.

PAC RIM-HOMES, LLC	RIVERVIEW COMMUNITY BANK
(//602	Chun
Chuck O. Eng, Managing Member	Cheri Sphith, Senior Vice President
	*

STATE OF WASHINGTON COUNTY OF <u>CLARK</u>

On this day of M.A., 2008 before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared Chuck O Eng to me known to be the Managing Member of Pac Rim Homes, LLC the corporation that executed the foregoing instrument, and acknowledged the said limited hability company, for the uses and purposes therein mentioned, and on oath stated that he is authorized to execute the said instrument.

Witness my hand and official seal hereto affixed the day and year first above written.

STATE OF WASHINGTON COUNTY OF <u>CLARK</u>

On this day of Maria, , 2008 before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared Cheri Smith to me known to be the Senior Vice President of Riverview Community Bank the corporation that executed the foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that she is authorized to execute the said instrument and that the seal affixed is the corporate seal of said corporation.

Witness my hand and official seal hereto affixed the day and year first above written.

Notary Public in and for the State of Washington
Residing at: WWW.
My Commission Expires: 4-19-09
Kaimer L. Beldar
Signature
S SUMMER STORY
= 010TA +01/2/

My Commission Expires: 6/1/

Signature

LORI A. JACKSON
NOTARY PUBLIC
STATE OF WASHINGTON
COMMISSION EXPIRES
JUNE 1, 2011

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