AFN #2008170113 Recorded 06/06/08 at 12:38 PM DocType: MTGS Filed by: SKAMANIA COUNTY TITLE COMPANY Page: 1 of 5 Auditor J. Michael Garvison Skamania County,

> RETURN ADDRESS FIRST TENNESSEE BANK NATIONAL ASSOCIATION **PO BOX 132** MEMPHIS, TN 38101

Sen 30496

**Document Title(s):** SUBORDINATION AGREEMENT related documents:

2006/62433

Grantor(s): (Last name, First name and Middle Initial) FIRST HORIZON HOME LOAN CORPORATION

Grantee(s): (Last name, First name and Middle Initial) AMERICAN MORTGAGE NETWORK, INC

Trustee: First Amican Title

Legal Description: (abbreviated form: i.e. lot, block, plat or section township, range, quarter/quarter)

Order Number: V72535

SEC 30, T2N, R2E page 5

Assessor's Property Tax Parcel/Account Number:

02-05-30-0-0-1809-00

The Auditor/Recorder will rely on the information provided on this form. The staff will not read the document to verify the accuracy or completeness of the indexing information provided herein. I am requesting an emergency nonstandard recording for an additional fee as provided in RCW 36.18.010. I understand that the recording process may cover up or otherwise obscure some part of the text of the original document.

Signature of Requesting Party

AFN #2008170113 Page: 2 of 5

When Recorded Return to: First Tennessee Bank National Association, Grantor P.O. Box 132 Memphis, TN 38101

## SUBORDINATION AGREEMENT

VTUSSS

## RECITALS:

WHEREAS, Ed L. Williams, Jr. and Teresa L. Williams, Husband and Wife (hereinafter singly or collectively "Borrower") is the owner of the following described real property described below or in Exhibit "A" attached hereto, and having a street address as follows (the "Property"):

482 No Name Lane Washougal, WA 98671

**SEC 30 T2N R5E** 

Tax Account Number: 02-05-30-0-0-1809-00

AND WHEREAS, the said Borrower has made application for a closed—end mortgage loan ("New Loan") in an amount not to exceed \$400,000.00 from American Mortgage Network, Inc., Its Successors and/or Assigns (the "Grantee"), whose address is: P. O. Box 85462, San Diego, CA 92186 to be evidenced by a Deed of Trust / Mortgage which shall be a lien or charge on the Property.

AND WHEREAS, the undersigned, First Horizon Home Loan Corporation (the Grantor), whose address is 4000 Horizon Way, Irving, TX 75063 has an interest in or lien upon the Property as follows:

(Deed of Trust) As Beneficiary under a Deed of Trust to the Trustee named therein, Recorded July 26, 2006 in Auditor File Number: 2006162433. Official Records of the County of Skamania County, State of Washington.

AFN #2008170113 Page: 3 of 5

. . .

As a condition of making the New Loan, the Grantee has required the Borrower to execute a Deed of Trust/Mortgage on the Property securing repayment of the New Loan (the "New Deed of Trust/Mortgage"), which, upon execution and recordation of this Agreement, and subject to the conditions and limitations set out below, shall have a superior lien position to that of Grantor on the Property.

## AGREEMENTS:

NOW, THEREFORE, in consideration of the premises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby agrees as follows:

- 1. Grantor hereby agrees to subordinate the lien of its Deed of Trust/Mortgage to the lien of the New Deed of Trust/Mortgage, subject to the following conditions. This Subordination is limited solely to the New Deed of Trust/Mortgage and is effective ONLY to the extent to which the New Deed of Trust/Mortgage is a valid, enforceable and properly recorded mortgage lien instrument. This Agreement shall be of no force and effect in the event Grantee or its agents fails to satisfactorily perform all acts required to make the New Deed of Trust/Mortgage a valid and enforceable mortgage loan, that is properly recorded in the appropriate land records.
- This Subordination as described above shall not apply to any future advance of funds to or for the benefit of the Borrower by the Grantee of the New Deed of Trust/Mortgage, except for advances necessary to protect the security of the New Deed of Trust/Mortgage.
- Nothing in this Agreement shall be deemed to constitute a novation with respect to the debt secured by the Grantor Deed of Trust/Mortgage, nor an extension or modification thereof, nor otherwise affect the rights, remedies or penalties under the Grantor Deed of Trust/Mortgage.
- 4. This Agreement shall be binding upon and shall inure to the benefit of Grantor and the Grantee and their respective successors and assigns, and any purchaser at any foreclosure sale instituted pursuant to the Grantor Deed of Trust/Mortgage or the New Deed of Trust/Mortgage.
- This Agreement shall be construed in accordance with the laws of the State of Tennessee.

WITNESS

First Horizon Home Loan Corporation (Grantor)

Suzie Russell

Name: Susan Bandy Title: Limited Vice President AFN #2008170113 Page: 4 of 5

**ACKNOWLEDGMENT** 

STATE OF <u>TENNESSEE</u> )		
	1	SS
COUNTY OF SHELBY )	į	

Before me, <u>Lee Anne Gafford</u> the state and county mentioned, personally appeared <u>Susan Bandy</u>, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged such person to be the Limited Vice President of First Horizon Home Loan Corporation, the within named bargainer, a corporation, and that he/she, as such Limited Vice President, executed the foregoing instrument for the purpose therein contained, by personally signing the name of the corporation as Limited Vice President.

WITNESS my hand and official seal on this\_

day of fune, 2008

Notary Public

My Commission expires:

WY COMMISSION EXPINES NOV. 29, 200

STATE
THE MESSER
OTARY
HIBLIC

AFN #2008170113 Page: 5 of 5

## EXHIBIT 'A'

Commencing at the Northwest corner of Lot 1 of the Short Plat recorded in Book 3, Pages 393 and 394, Section 30, Township 2 North, Range 5 East of the Willamette Meridian, in the County of Skamania, State of Washington;

Thence North 89°46'20" East, along the North line of said Lot 1, 868.43 feet to the Northeast corner of Lot 2 of said Short Plat recorded in Book 3, Pages 393 and 394;

Thence South 00°48'42" West, 80.95 feet to the Point of Beginning;
Thence South 65°27'01" West, 557.88 feet;
Thence South 62°37'08" West, 36.38 feet;
Thence South 40°24'48" West, 232.21 feet;
Thence South 40°24'48" West, 232.21 feet;

Thence North 82°03'00" West, 162.24 feet to a 50 foot radius curve to the left, the chord of which bears South 87°09'47" West, 18.72 feet;

Thence along said curve 18.83 feet;

Thence South 00°17'06" West, 185.17 feet to the Southwest of said Short Plat;

Thence South 89°32'20" East, along the South line of said Short Plat, 862.37 feet;

Thence North 00°48'42" East, 582.09 feet to the Point of Beginning.