AFN #2008170254 Recorded 06/24/08 at 12:39 PM DocType: MTGS Filed by: SKAMANIA COUNTY TITLE COMPANY Page: 1 of 4 Auditor J. Michael Garvison Skamania County, WA

**RETURN DOCUMENT TO:** 

Service Link

4000 Industrial Blvd.

Aliquippa, PA 15001

Use dark black ink and print legibly. Documents not legible will be rejected per RCW 65.04.045 & 65.04.047

**DOCUMENT TITLE(S):** 

### Subordination

AUDITOR FILE NUMBER & VOL. & PG. NUMBERS OF DOCUMENT(S) BEING ASSIGNED OR RELEASED:

Additional reference numbers can be found on page \_\_\_\_\_ of document. GRANTOR(S):

## **Columbia Credit Union**

RECORDED 10/9/2007 IN AUDITOR FILE 2007/47919

Additional grantor(s) can be found on page 1 of document.

GRANTEE(S):

## Countrywide Bank, FSB

Additional grantee(s) can be found on page 1 of document.

ABBREVIATED LEGAL DESCRIPTION: (Lot, block, plat name OR; qtr/qtr, section, township and range OR; unit, building and condo name.)

Part of Section 28, Township 2 N, Range 5 E, Willamette Meridian, Skamania County, Wa

Additional legal(s) can be found on page 3 of document.

ASSESSOR'S 16-DIGIT PARCEL NUMBER: 02050000800400

Additional numbers can be found on page 3 of document.

The Auditor/Recorder will rely on the information provided on this form. The responsibility for the accuracy of the indexing information is that of the document preparer.

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WHENE CORDED RETURN TO: COLUMBIA CREDIT UNION HOME EQUITY DEPARTMENT P.O. BOX 324 VANCOUVER, WA 98666 FAM HUHLON

1574902

(Space above this line for recording purposes)

# SUBORDINATION AGREEMENT Subordination of Deed of Trust

THIS SUBORDINATION AGREEMENT (the "Agreement") is made and entered into this 20th day of February, 2008 by Jason Blankenship (the "Owner"), and Columbia Credit Union (the "Beneficiary").

### **RECITALS**

1. The owner executed a deed of trust to Columbia Credit Union, Trustee (the "Beneficiary's Deed of Trust") dated October 3, 2007 encumbering the following described real property (the "Property"):

See attached page 3 for legal description

to secure a promissory note in the surn of \$50000.00, dated October 3, 2007 in favor of Beneficiary, which deed of trust was recorded October 9, 2007 in Auditor's File No. 2007167919 of the records of the County of Skamania, State of Washington.

- 2. The owner has now or is about to execute a new deed of trust (the "New Lender's Deed of Trust") and note in the sum of \$175000.00, dated \_2/29/08 in favor of Countrywide Bank, FSB(the "New Lender"), which will also encumber the Property and which will also be recorded in the official records of the County of Skamania, State of Washington.
- 3. It is a condition precedent to obtaining the new loan (the "New Loan") from the New Lender that the New Deed of Trust shall unconditionally be and remain at all times a lien upon the Property that is prior and superior to the lien of the Beneficiary's Deed of Trust, and that the Beneficiary subordinates the Beneficiary's Deed of Trust to the New Lender's Deed of Trust.
- 4. It is to the mutual benefit of the parties to this Agreement that the New Lender make the New Loan to the Owner, and the Beneficiary is willing to subordinate the Beneficiary's Deed of Trust to the New Lender's Deed of Trust.

NOW THEREFORE, in consideration of the mutual benefits accruing to the parties and other valuable consideration, the receipt and sufficiency of which consideration is hereby acknowledged, and in order to induce the New Lender to make the New Loan, the parties agree as follows:

- (1) That the New Lender's Deed of Trust, together with any renewals or extensions thereof, shall unconditionally be and remain at all times a lien or charge on the Property that is prior and superior to the lien or charge of Beneficiary's Deed of Trust until the New Lender's promissory note secured by the New Lender's Deed of Trust is paid. Notwithstanding anything to the contrary, this Agreement shall not extend to any principal advances made by the New Lender after the date of the New Loan, except that this Agreement shall extend to future advances made for taxes, insurance, fees, costs, and expenses required to protect the interests of the New Lender in connection with the New Loan;
- (2) That the New Lender would not make the New Loan without this Agreement; and
- (3) That this Agreement shall be the whole and only agreement with regard to the subordination of the Beneficiary's Deed of Trust to the New Lender's Deed of Trust.

The Beneficiary agrees and acknowledges:

- (1) That the New Lender in making disbursements pursuant to the New Loan is under no obligation or duty to, nor has the New Lender represented that it will, see to the application of such proceeds by the person or persons to whom the New Lender disburses such proceeds;
- (2) That the Beneficiary unconditionally subordinates the Beneficiary's Deed of Trust in favor of the New Lender's Deed of Trust and understands that in reliance upon, and in consideration of this 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 that would not be made or entered into but for said reliance upon this subordination; and
- (3) That the Beneficiary's Deed of Trust has by this instrument been subordinated to the New Lender's Deed of Trust subject to the provisions of the Agreement.

by: H. Bart Wescom

Its: VP of Consumer Lending

State of Washington ) ) SS.
County of Clubb )

Personally appeared H. Bart Wescom as VP of Consumer Lending, who, being duly sworn stated and acknowledged that the foregoing instrument was executed on behalf of Columbia Credit Union for the purposes stated therein; that the seal, in any affixed to the instrument is the corporate seal of corporation; and that he signed the instrument with proper authority and as the voluntary act of the corporation.

Dated: 2-20-08

Before me: Malloug of Distance

Notary Public for the State of Washington

My commission expires:

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**4907** 

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#### EXHIBIT 'A'

A portion of the East Half of the Southwest Quarter of Section 28, Township 2 North, Range 5 East, Willamette Meridian, Skamania County, Washington, described as follows:

BEGINNING at a % inch iron pipe with brass cap marking the center of Section 28 as shown in Book 3 of Surveys, Page 124, Skamania County Auditor Records; thence South 00°53'05" West, along the East line of the Southwest Quarter of Section 28, for a distance of 2,044.28 feet to the TRUE POINT OF BEGINNING; thence North 89°21'18" West, parallel with the South line of the Southwest Quarter of Section 28, for a distance of 726.15 feet to the East line of the "Balogh Tract" as described under Book 172, Page 520, Skamania County Auditor Records; thence South 00°53'05" West along the East line of said "Balogh Tract" for a distance of 50.00 feet to the Southeast corner thereof; thence North 89°21'18" West, along a Southeasterly line of said "Balogh Tract" for a distance of 275.05 feet to the centerline of Labarre Road (Survey 3-124) being a Southeasterly internal corner of said "Balogh Tract"; thence along the centerline of Labarre Road, along the arc of a 300.00 foot radius curve to the right, through a central angle of 75°41'53" for an arc distance of 396.35 feet; thence continuing along said centerline of Labarre Road South 19°58'04" West, 154.19 feet (called as 154.09 ft in Survey 3-124) to the South line of said Southwest Quarter of Section 28 (Survey 3-124); thence, leaving said centerline South 89°21'18" East, along said South line, for a distance of 933.17 feet to a concrete monument marking the Southeast corner of said Southwest Quarter of Section 28 (Survey 3-124); thence North 00°53'05" East along the East line of said Southwest Quarter for a distance of 544.58 feet to the POINT OF BEGINNING.

Tax Id# 02050000800400

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