

**WHEN RECORDED RETURN TO:**

Umpqua Bank  
400 SW Bluff Dr., #100  
Bend, OR 97702

CCT 00124097 SP

**DOCUMENT TITLE(S):**

Subordination Agreement

**REFERENCE NUMBER(S) OF DOCUMENTS ASSIGNED OR RELEASED:**

2008171487

2009172068

**GRANTOR:**

1. Umpqua Bank
2. [\*]

**GRANTEE:**

1. Umpqua Bank
2. Christopher R. Clark
3. Kathy L. Peterson-Clark

**TRUSTEE:**

[\*]

**ABBREVIATED LEGAL DESCRIPTION:**

#104 Section 28, Township 2N, Range 5EWM

Full Legal Description located on Page 3

**TAX PARCEL NUMBER(S):**

02052810010400

X If this box is checked, then the following applies:  
I am requesting an emergency nonstandard recording for an additional fee as provided in RCW 36.18.010. I understand that the recording processing requirements may cover up or otherwise obscure some part of the text of the original document.

\_\_\_\_\_  
Signature

**SUBORDINATION AGREEMENT**

THIS AGREEMENT, Made and entered into this 28th day of January, 2008,  
by and between Umpqua Bank,  
hereinafter called the first party, and Umpqua Bank,  
hereinafter called the second party; WITNESSETH:  
On or about November 7, 2008, Christopher R. Clark and Kathy L. Peterson-Clark, husband and wife,  
being the owner of the following described property in Skamania County, Washington, to-wit:

See Exhibit A

executed and delivered to the first party a certain Trust Deed (herein called the first party's lien) on the  
property to secure the sum of \$63,000.00, which lien was:

-Recorded on November 17, 2008, in the Official Records of Skamania County, Washington, as instrument No.  
2008171487.

Reference to the document so recorded or filed hereby is made. The first party has never sold or assigned  
first party's lien and at all times since the date thereof has been and now is the owner and holder thereof and  
the debt thereby secured.

The second party is about to loan the sum of \$417,000.00 to the present owner of the property, with interest  
thereon at a rate not exceeding 5% per annum. This loan is to be secured by the present owner's Trust Deed  
(hereinafter called the second party's lien) upon the property and is to be repaid not more than 30 years from  
its date.

To induce the second party to make the loan last mentioned, the first party heretofore has agreed and  
consented to subordinate first party's lien to the lien about to be taken by the second party as above set  
forth.

NOW, THEREFORE, for value received, and for the purpose of inducing the second party to make the loan  
aforesaid, the first party, first party's personal representatives (or successors) and assigns, hereby covenants,  
consents and agrees to and with the second party, second party's personal representatives (or successors)  
and assigns, that the first party's lien on the property is and shall always be subject and subordinate to the  
lien about to be delivered to the second party, as aforesaid, and that second party's lien in all respects shall  
be first, prior and superior to that of the first party, provided always, however, that if second party's lien is  
not duly filed or recorded or an appropriate financing statement thereon duly filed within 30 days after the  
date hereof, this subordination agreement shall be null and void and of no force or effect.

It is expressly understood and agreed that nothing herein contained shall be construed to change alter or  
impair the first party's lien, except as hereinabove expressly set forth.

In construing this subordination agreement, and where the context so requires, the singular includes the  
plural, and all grammatical changes shall be made so that this agreement shall apply equally to corporations  
and to individuals.

IN WITNESS WHEREOF, the undersigned has executed this agreement; if the undersigned is a  
corporation, it has caused its name to be signed and its seal, if any, affixed by an officer or other person  
duly authorized to do so by order of its board of directors.

Kelcee Swinford  
\_\_\_\_\_

State of Oregon )  
County of Douglas ) ss

This instrument was acknowledged before me on JAN 28<sup>th</sup>, 2009  
by Kelcee Swinford  
as Consumer Loan Processor  
of Umpqua Bank

Gary Boyer  
Notary Public for Oregon

My commission expires: 4-11-2010



**EXHIBIT "A"**

**BEGINNING** at a point which is the intersection of the South line of the Bonneville Power Administration electric power line right of way and the East line of the Northwest quarter of Section 28, Township 2 North, Range 5 East of the Willamette Meridian, Skamania County, Washington; thence North 89°34'50" East 347.00 feet; thence South 00°26'45" East 717.25 feet; thence South 89°43'23" West 604.00 feet; thence along a curve to the left with a radius of 50 feet through a central angle of 120°00'00" a distance of 104.72 feet; thence North 00°25'45" West 461.19 feet; thence North 50°56' East 287.38 feet to the South line of said power line right of way; thence North 89°34'50" East 75.77 feet to the Point of Beginning.

Unofficial  
Copy