

**AFTER RECORDING MAIL TO:**

Name CitiMortgage, Inc. Document Processing, Mail  
Station 321  
Address 1000 Technology Drive  
City/State O Fallon, MO 63368-2240

5072 31291

**Document Title(s):**

1. Subordination Agreement

**Reference Number(s) of Documents Assigned or released:**

2009173256

**Grantor(s):**

1. CitiBank, N.A.
- 2.

[ ] Additional information on page of document

**Grantee(s):**

1. CitiMortgage, Inc
2. Collins, Dennis M. and Leann C. Collins

[ ] Additional information on page of document

**Abbreviated Legal Description:**

S29, T2N, R5E

**Tax Parcel Number(s):**

02052900040900

[ x ] Complete legal description is on page 7 of document

[ ] I am requesting an emergency nonstandard recording for an additional fee as provided in RCW 36.18.010. I understand the recording, processing requirements may cover up or otherwise obscure some part of the text of the original document.

**Note:** The Auditor/Recorder will rely on the information provided on the form. The staff will not read the document to verify the accuracy or completeness of the indexing information provided herein.

RECORDING REQUESTED BY:  
CitiMortgage, Inc.

WHEN RECORDED MAIL TO:  
CitiMortgage, Inc.  
Document Processing, Mail Station 321  
1000 Technology Drive  
O Fallon, MO 63368-2240

Subordinate Account Number: 2714767551

SPACE ABOVE THIS LINE FOR  
RECORDER'S USE

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, made effective June 25, 2009, by

Dennis M. Collins  
Leann C. Collins

owner(s) of the land described as

SEE ATTACHED EXHIBIT "A"

located in the City/County of Skamania, State of Washington, and hereinafter referred to as "Owner", and

Citibank, N.A.

present owner and holder of the Security Instrument and Note first hereinafter described and hereinafter referred to as "Creditor."

WITNESSETH

THAT WHEREAS, Owner did execute a Security Instrument (mortgage, deed of trust, or deed to secure debt), dated on or about , covering the above described property to secure a Note in the original sum of \$100,000.00, dated 4/20/09 in favor of Citibank N.A., which Security Instrument was recorded on 7/1/09 in Book , Page and/or as Instrument Number in the Official Records of the City/County and State above mentioned, which is hereinafter referred to as "Creditor's Security Instrument," and

WHEREAS, Owner has executed, or is about to execute, a Security Instrument (mortgage, deed of trust, or deed to secure debt) and note in the sum of \$405,000.00 dated June 25, 2009 in favor of CitiMortgage, Inc., hereinafter referred to as "Lender," payable with interest and upon the terms of conditions described therein, which Security Instrument is to be recorded concurrently herewith, which is hereinafter referred to as "Lender's Security Instrument"; and

2009173256

WHEREAS, it is a condition precedent to obtaining said loan that said Lender's Security Instrument shall unconditionally be and remain at all times a lien or charge upon the above described property, prior and superior to the lien or charge of Creditor's Security Instrument; and

WHEREAS, Lender is willing to make said loan provided that Lender's Security Instrument is a lien or charge upon the above described property prior and superior to the lien or charge of Creditor's Security Instrument and provided that Creditor will specifically and unconditionally subordinate the lien or charge of Creditor's Security Instrument to the lien or charge of Lender's Security Instrument; and

WHEREAS, it is to the mutual benefit of the parties hereto that Lender make such loan to Owner; and Creditor is willing that Lender's Security Instrument shall, when recorded, constitute a lien or charge upon said land which is unconditionally prior and superior to the lien or charge of Creditor's Security Instrument.

NOW, THEREFORE, in consideration of the mutual benefits accruing to the parties hereto and other valuable considerations, the receipt and sufficiency of which consideration is hereby acknowledged, and in order to induce Lender to make the loan above referred to, it is hereby declared, understood and agreed as follows:

- (1) That Lender's Security Instrument, securing said note in favor of Lender and any renewals or extensions thereof, shall unconditionally be and remain at all times a lien or charge on the property therein described, prior and superior to the lien or charge of Creditor's Security Instrument.
- (2) That Lender would not make its loan above described without this Subordination Agreement.
- (3) That this Subordination Agreement shall be the whole and only agreement with regard to the subordination of the lien or charge of Creditor's Security Instrument to the lien or charge of Lender's Security Instrument and shall supersede and cancel, but only insofar as would affect the priority between Lender's Security Instrument and Creditor's Security Instrument, any prior agreement as to such subordination including, but not limited to, those provisions, if any, contained in Creditor's Security Instrument which provide for the subordination of the lien or charge thereof to another Security Instrument or Instruments.

Creditor declares, agrees and acknowledges that

- (a) Creditor consents to and approves (i) all provisions of the note and Security Instrument in favor of Lender above referred to, and (ii) all agreements, including but not limited to any loan or escrow agreements, between Owner and Lender for the disbursement of the proceeds of Lender's loan;
- (b) Lender in making disbursement pursuant to any such agreement is *under no obligation* duty to, nor has Lender represented that it will, see to the application of such proceeds by the person or persons to whom Lender disburses such proceeds and any application or use of such proceeds for purposes other than those provided for in such agreement or agreements shall not defeat the subordination herein made in whole or in part;
- (c) Creditor intentionally and unconditionally waives, relinquishes and subordinates the lien or charge of Creditor's Security Instrument in favor of the lien or charge upon said land of Lender's Security Instrument and understands that in reliance upon, and in consideration of, this waiver, relinquishment and 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 which would not be made or entered into but for said reliance upon this waiver, relinquishment and subordination; and

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.

CREDITOR:  
Citibank, N.A.

By: Stacey Valenote  
Printed Name: Stacey Valenote  
Title: Assistant Vice President

OWNER:

\_\_\_\_\_  
Dennis M. Collins

\_\_\_\_\_  
Leann C. Collins

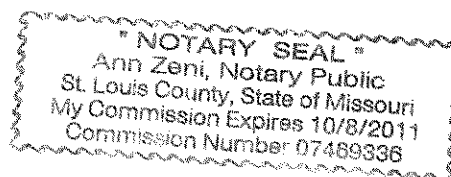
(ALL SIGNATURES MUST BE ACKNOWLEDGED)

STATE of Missouri  
COUNTY of St. Charles ) ss.

On 24 Sep 2009 before me, Ann Zeni, a Notary Public in and for  
said State, personally appeared Stacey Valenote of  
personally known to me (or proved to me on the basis of  
satisfactory evidence) to be the person who executed the within Subordination Agreement on  
behalf of said corporation and acknowledged to me that he/she/they, being authorized to do so,  
executed the same for the purposes therein stated.

WITNESS my hand and official seal.

\_\_\_\_\_  
Ann Zeni



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.

CREDITOR:  
Citibank, N.A.

By: Stacey Valenote  
Printed Name: Stacey Valenote  
Title: Assistant Vice President

OWNER:

Dennis M. Collins  
Dennis M. Collins

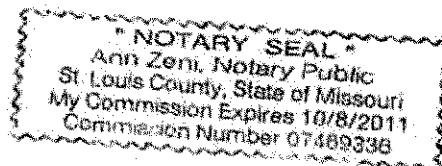
Leann C. Collins  
Leann C. Collins

(ALL SIGNATURES MUST BE ACKNOWLEDGED)

STATE of Missouri  
COUNTY of St. Charles ) ss.  
On 24 th 2009 before me, Ann Zeni, a Notary Public in and for  
said state, personally appeared Stacey Valenote of  
Stacey Valenote personally known to me (or proved to me on the basis of  
satisfactory evidence) to be the person who executed the within Subordination Agreement on  
behalf of said corporation and acknowledged to me that he/she/they, being authorized to do so,  
executed the same for the purposes therein stated.

WITNESS my hand and official seal.

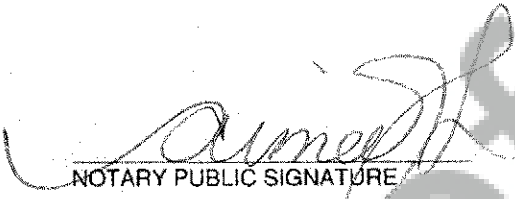
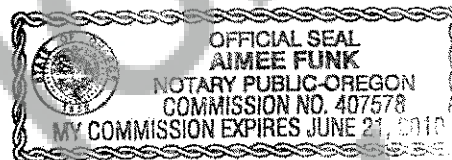
Ann Zeni



STATE of OREGONCITY/COUNTY of MULTNOMAHOn 1/1/09 before me, AIMEE FUNK Notary Public, personally appeared DENNIS M. COLLINS

personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose names(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.

WITNESS my hand and official seal.

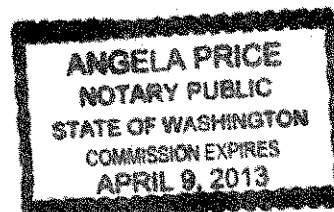

  
NOTARY PUBLIC SIGNATURE


NOTARY PUBLIC SEAL

STATE of WashingtonCITY/COUNTY of ClarkOn 07/01/2009 before me, Angela Price Notary Public, personally appeared Leann C. Collins

personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose names(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.

WITNESS my hand and official seal.


  
NOTARY PUBLIC SIGNATURE


NOTARY PUBLIC SEAL



## SCHEDULE "A"

Borrower: Leann C. Collins, Dennis Mike Collins

Property: 432 Dale Road  
Washougal, WA 98671

Loan No: 001120691674

Closing Date: June 25, 2009

## EXHIBIT 'A'

All land situated West of the North Fork (also known as the West Fork) of the Washougal River in the Northwest Quarter of the Southeast Quarter of Section 29, Township 2 North, Range 5 East of the Willamette Meridian, Skamania County, Washington.

AND ALSO the South 138.75 feet of the following described property:

ALL land situated West of the North Fork (also known as the West Fork) of the Washougal River in the West half of the Northeast Quarter of Section 29, Township 2 North, Range 5 East of the Willamette Meridian in Skamania County, Washington.

TOGETHER WITH an easement for ingress, egress and utilities as described as follows:

A 60.00 foot strip of land being 30.00 feet on each side of the following described centerline located in the Northwest Quarter of Section 29, Township 2 North, Range 5 East of the Willamette Meridian in Skamania County, Washington, described as follows:

COMMENCING at the Southwest corner of said Northwest Quarter of Section 29; thence South 88°39'00" East along the South line of said Northwest Quarter 1005.41 feet to the centerline of Skye Road as conveyed to Skamania County by Deed recorded in Book 75 at Page 58 records of Skamania County said point also being on a 250.00 foot radius curve to the left, from which the radius point bears South 55°44'39" West; thence around said 250.00 foot radius curve to the left and along said centerline 1.87 feet; thence North 34°41'00" West along said centerline 19.04; thence North 74°43'11" East 31.81 feet to the East right-of-way line of said Skye Road said point being 30.00 feet East of, when measured at right angles to, said centerline of Skye Road and the TRUE POINT OF BEGINNING; thence North 74°43'11" East 201.25 feet to a 298.69 foot radius curve to the left; thence around said 298.69 foot radius curve to the left 248.33 feet to a 300.00 foot radius curve to the right; thence around said 300.00 foot radius curve to the right 317.62 feet; thence North 87°44'43" East 336.53 feet to a 549.44 foot radius curve to the left; thence around said 549.44 foot radius curve to the left 178.42 feet to a 309.15 foot radius curve to the right; thence around said 309.15 foot radius curve to the right 153.66 feet to a 207.34 foot radius curve to the left; thence around said 207.34 foot radius curve to the left 135.82 feet; thence North 60°05'04" East 81.18 feet; thence South 13°14'16" East 60.93 feet to a 125.00 foot radius curve to the right; thence around said 125.00 foot radius curve to the right 94.07 feet; thence South 30°59'21" West 77.50 feet to a 58.00 foot radius curve to the left; thence around said 58.00 foot radius curve to the left 74.36 feet; thence South 42°28'07" East 97.64 feet; thence South 27°09'55" East 143.45 feet to the East line of said Parcel 4 and the end of the above described centerline.

Also shown on Survey recorded in Book B of Surveys, Page 417.