

Return Address:  
Old Republic Title  
Attn: Post Closing  
530 South Main Street  
Suite 1031  
Akron, OH 44311  
21342437-R

*see 31814*  
Please print or type information **WASHINGTON STATE RECORDER'S Cover Sheet** (RCW 65.04)

**Document Title(s)** (or transactions contained therein): (all areas applicable to your document must be filled in)

1. TRUST DEED SUBORDINATION AGREEMENT

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

2008171247

Additional reference #'s on page \_\_\_\_\_ of document

**Grantor(s)**

DELOACH, JILL  
DELOACH, LARY  
UNITUS COMMUNITY CREDIT UNION

**Grantee(s)**

BANK OF AMERICA, N. A.

**Legal description** (abbreviated: i.e. lot, block, plat or section, township, range)

SECTION 20, TOWNSHIP 2 NORTH, RANGE 5 EAST OF THE WILLAMETTE MERIDIAN, IN THE  
COUNTY OF SKAMANIA, STATE OF WA.

**Assessor's Property Tax Parcel/Account Number**

02052000010500

Assessor Tax # not yet assigned

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.

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 of Requesting Party

WHEN RECORDED RETURN TO:  
OLD REPUBLIC TITLE  
ATTN: POST CLOSING  
530 SOUTH MAIN STREET  
SUITE 1031  
AKRON, OH 44311  
21342437

To: Bank of America

From: Unitus Community Credit Union  
PO Box 1937  
Portland, Oregon 97207

### **TRUST DEED SUBORDINATION AGREEMENT**

This agreement, made and entered into this 8/11/2010 by and between Unitus Community Credit Union, hereinafter called the first party, and Bank of America, hereinafter called the second party; witnesses:

On or about 10/11/2008 JILL DELOACH & LRY DELOACH being the owner(s) of the following described property in SKAMANIA County, WASHINGTON, to-wit:

Legal description:  
See Attached Legal Description.

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 \$45,000 which lien was recorded on 10/20/08 in the records of SKAMANIA County, WA, in book/reel/volume No./recording No. 2008171247.

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 \$310,000 to the present owner of the property, with interest thereon at a rate not exceeding 5.375 % 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.

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, on behalf of the first party and also on

Now, therefore, for value received, and for the purpose of inducing the second party to make the loan aforesaid, the first party, on behalf of the first party and also on behalf of the first party's personal representatives, successors, and assigns, hereby covenants, consents and agrees to and with the second party and second party's personal representatives, 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 the second party's lien in all respects shall be first, prior and superior to the of the first party, provided always, however, that id the second party's lien is not duly filed or recorded, or an appropriate financing statement with respect thereto duly filed within thirty 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 herein 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 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 of other person duly authorized to do so by order of its board of directors.

X

(Assistant Treasurer of Unitus Community Credit Union)

State of Oregon, County of Multnomah ss.

This instrument was acknowledged before me on 8-11-10

by Pondabagnee an Assistant Treasurer of Unitus Community Credit Union.



*[Signature]*

Notary Public for Oregon

My commission expires 4-26-2011

EXHIBIT 'A'

A tract of land in the Northeast Quarter of the Northeast Quarter of Section 20, Township 2 North, Range 5 East of the Willamette Meridian, in the County of Skamania, State of Washington, described as follows:

Beginning at the Southeast corner of the Northeast Quarter of Section 20, Township 2 North, Range 5 East of the Willamette Meridian; thence North  $1^{\circ}23'49''$  East along the East line of said Northeast Quarter 1,374.90 feet to the true point of beginning; thence continuing North  $1^{\circ}23'49''$  East along said East line 599.37 feet to the Southeast corner of the Northeast quarter of the Northeast quarter of the Northeast quarter of Section 20; thence North  $88^{\circ}12'57''$  West along the South line of the North half of the Northeast quarter of the Northeast quarter of said Section 20, 654.18 feet to the center of a private road more particularly described on short plat approval recorded at pages 43 and 43J of Book 1 of Short Plats, Auditor File No. 82512, records of Skamania County, Washington; thence Southerly along the center of said road to a point that bears North  $88^{\circ}12'57''$  West from the true point of beginning; thence South  $88^{\circ}12'57''$  East 710.57 feet to the true point of beginning.