

RETURN ADDRESS:

Addison Avenue Federal Credit Union

3408 Hillview Avenue

Palo Alto, CA 94304

Escrow Number: 1007204DEN

Document Title(s):

Subordination Agreement

Reference Number(s) of related documents:

2008171717

Additional Reference #'s on page

Grantor(s) (Last, First and Middle Initial)

Addison Avenue Federal Credit Union

Additional grantors on page

Grantee(s): (Last, First and Middle Initial)

Addison Avenue Federal Credit Union

Additional grantees on page

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

Lot 10, Block 9, Plat of Relocated North Bonneville

Additional Legal Is on page

Assessor's Property Tax Parcel / Account Number:

02-07-20-3-4-3800-00

6  
Additional parcel #'s on page

The Auditor/Record 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.

Penée L. Mickelson  
Signature of Requesting Party

**RECORDING REQUESTED BY:**

Addison Avenue Federal Credit  
Union

**When Recorded Mail Document To:**

Addison Avenue Federal Credit Union  
fka HP Employees Federal Credit Union  
3408 Hillview Avenue  
Palo Alto, CA 94304

Loan #: 9314395428

APN: 02-07-20-3-4-3800-00

**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 12/14/2010; by Darrell W. Lewis and Cynthia L. Lewis, husband and wife; owners of the land hereinafter described and hereinafter referred to as "Owner," and Addison Avenue Federal Credit Union, formerly known as HP Employees credit union; present owner and holder of the Mortgage and Note, and A first hereinafter described and hereinafter referred to as "Beneficiary";

**WITNESSETH**

THAT WHEREAS Darrell W. Lewis and Cynthia L. Lewis, husband and wife; did execute a Deed, dated 12/5/2008, to UPF Incorporated Incorporated as "Trustee", in the sum of \$75,000.00, which Deed was recorded 12/22/2008; as Reception/Document/Certificate No. 2008171717 Of Official Records of said county; and state of WA, covering: Legal description attached hereto and made a part hereof;

WHEREAS, Darrell W. Lewis and Cynthia L. Lewis, husband and wife, Owners; has executed, or is about to execute a Mortgage and Note in the sum of \$57,250.00 Dated 12/14/2010 in favor of Addison Avenue Federal Credit Union; hereinafter referred to as "Lender", payable with interest and upon the terms and conditions described therein, which Mortgage is to be recorded concurrently herewith; and

WHEREAS, it is a condition precedent to obtaining said loan that said Mortgage last above mentioned shall unconditionally be and remain at all times a lien or charge upon the land hereinbefore described, prior and superior to the lien or charge of the Mortgage first above mentioned; and

WHEREAS, Lender is willing to make said loan provided the Mortgage securing the same is a lien or charge upon the described property prior and superior to the lien or charge of the Mortgage first above mentioned and provided that Beneficiary will specifically and unconditionally subordinate the lien or charge of the Mortgage first above mentioned to the lien or charge of the Mortgage in favor of Lender; and

WHEREAS, it is to the mutual benefit of the parties hereto that Lender make such a loan to Owner; and Beneficiary is willing that the Mortgage securing the same shall, when recorded, constitute a lien or charge upon said land which is unconditionally prior and superior to the lien or charge of the Mortgage first above mentioned.

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

- (1) That said Mortgage 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 the Deed of Trust above mentioned.
- (2) That Lender would not make its loan above described without this Subordination Agreement.
- (3) That this Agreement shall be the whole and only agreement with regard to the subordination of the lien or charge of the

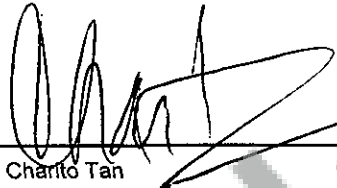
Mortgage first abovementioned to the lien or charge of the Mortgage in favor of Lender above referred to and shall supersede and cancel, but only insofar as would affect the priority between the Mortgage herein before specifically described, any prior agreement as to such subordination including, but not limited to, those provisions, if any, contained in the lien first above mentioned, which provide for the subordination of the lien or charge thereof to another deed or deeds of trust to another mortgage or mortgages.

Beneficiary declares, agrees and acknowledges that:

- (a) He consents to and approves (i) all provisions of the Note and Mortgage in favor of Lender above referred to, and (ii) all agreements, including but not limited to any loan or escrow agreements be, between Owner and Lender for the disbursement of the proceeds of Lender's loan;
- (b) Lender in making disbursements pursuant to any such agreement is under no obligation or 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) He intentionally and unconditionally waives, relinquishes and subordinates the lien or charge of the Mortgage first above mentioned in favor of the lien or charge upon said land of the Mortgage in favor of Lender above referred to 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
- (d) An endorsement has been placed upon the Note secured by the Mortgage first above mentioned that said Mortgage has by this instrument been subordinated to the lien or charge of the Mortgage in favor of Lender above referred to.

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 EXPENSED FOR OTHER PURPOSES THAN IMPROVEMENT OF THE LAND.

IT IS RECOMMENDED THAT, PRIOR TO THE EXECUTION OF THIS SUBORDINATION AGREEMENT, THE PARTIES CONSULT WITH THEIR ATTORNEYS WITH RESPECT THERETO.



Charito Tan  
Processing Manager



Darrell W Lewis



Cynthia L Lewis

(ALL SIGNATURES MUST BE ACKNOWLEDGED)

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

CIVIL CODE § 1189

State of California

County of

Santa Clara }

On

12/8/10

Date

before me,

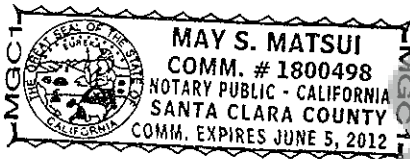
May S. Matsui, Notary Public

Here Insert Name and Title of the Officer

personally appeared

Charito Tan

Name(s) of Signer(s)



who proved to me on the basis of satisfactory evidence to be the person(s) whose name(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.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature:

May S. Matsui

Signature of Notary Public

Place Notary Seal Above

**OPTIONAL**

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

**Description of Attached Document**

Title or Type of Document: \_\_\_\_\_

Document Date: \_\_\_\_\_

Number of Pages: \_\_\_\_\_

Signer(s) Other Than Named Above: \_\_\_\_\_

**Capacity(ies) Claimed by Signer(s)**

Signer's Name: \_\_\_\_\_

Signer's Name: \_\_\_\_\_

☐ Corporate Officer — Title(s): \_\_\_\_\_☐ Corporate Officer — Title(s): \_\_\_\_\_☐ Individual☐ Individual☐ Partner — ☐ Limited ☐ General☐ Partner — ☐ Limited ☐ General☐ Attorney in Fact☐ Attorney in Fact☐ Trustee☐ Trustee☐ Guardian or Conservator☐ Guardian or Conservator☐ Other: \_\_\_\_\_☐ Other: \_\_\_\_\_

Signer Is Representing: \_\_\_\_\_

Signer Is Representing: \_\_\_\_\_

RIGHT THUMBPRINT  
OF SIGNER

Top of thumb here

RIGHT THUMBPRINT  
OF SIGNER

Top of thumb here

STATE OF Washington

)

) ss.

COUNTY OF Skamania

)

I certify that I know or have satisfactory evidence that DARRELL W. LEWIS and CYNTHIA L. LEWIS the persons who appeared before me, and said persons acknowledged that THEY signed this instrument, and acknowledged it to be THEIR free and voluntary act for the uses and purposes mentioned in this instrument.

Dated: December 16, 2010



Name: Denielle Pratooussy  
Notary Public in and for the State of Washington,  
residing at Vancouver  
My appointment expires: July 19, 2011

Order Number: 1007204

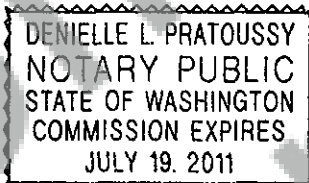


EXHIBIT 'A'

Lot 10 of Block 9 of the PLAT OF RELOCATED NORTH BONNEVILLE, recorded in Book 'B' of Plats, Page 16, Skamania County File No. 83466. Also recorded in Book 'B' of Plats, Page 32, Skamania File No. 84429, Records of Skamania County, Washington.

Unofficial  
Copy