

AFTER RECORDING MAIL TO:

Name Bank of America, N.A.
ReconTrust Co. /TX2-979-01-07
Address PO Box 619003
City/State Dallas, TX 75261-9003

Document Title(s): (or transactions contained therein)

1. SUBORDINATION AGREEMENT
- 2.
- 3.
- 4.

Reference Number(s) of Documents assigned or released:

BOOK 236 PAGE 717-721 AUDITOR NO. 147500

☐ Additional numbers on page _____ of document

Grantor(s): (Last name first, then first name and initials)

1. JACOBS, STEPHEN J.
2. JACOBS, GEORGIA M.
- 3.
- 4.
5. ☐ Additional names on page _____ of document

Grantee(s): (Last name first, then first name and initials)

1. BANK OF AMERICA, N.A.
- 2.
- 3.
- 4.
5. ☐ Additional names on page _____ of document

Abbreviated Legal Description as follows: (i.e. lot/block/plat or section/township/range/quarter/quarter)

S27 T4N R7E

☒ Complete legal description is on page 7 of document

Assessor's Property Tax Parcel / Account Number(s): 04-07-27-0-0-1400-00

WA-1

NOTE: The auditor/recorder will rely on the information on the form. The staff will not read the document to verify the accuracy or completeness of the indexing information provided herein.



SUBORDINATION AGREEMENT

PREPARED BY: BANK OF AMERICA, NA

LOAN #: 23648606

ESCROW/CLOSING #: 234212157

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 SUBORDINATION AGREEMENT is made this Twenty-fourth day of March, 2011, by STEPHEN J JACOBS and GEORGIA M JACOBS,

Initials:

MS

LOAN #:23648606

WHEREAS, it is a condition precedent to obtaining said loan that said deed to trust 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 first mentioned above; and

WHEREAS, Lender is willing to make said loan provided the deed of trust securing the same is a lien or charge upon the described property prior and superior to the lien first above mentioned and provided that Beneficiary will specifically and unconditionally subordinate the lien first mentioned to the lien 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 deed of trust securing the same shall, when recorded, continue a lien or charge upon said land which is unconditionally prior and superior to the lien 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 referenced to, it is hereby declared, understood and agreed as follows:

1. That said deed of trust 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 first above mentioned.
2. That Lender would not make its loan described without this subordination agreement.
3. That this agreement shall be the whole and only agreement with regard to the subordination of the lien first mentioned to the lien or charge of the deed of trust in favor of the Lender above referred to and shall supercede and cancel, but only insofar as would greatly affect the priority between the deeds of trust hereinbefore specifically described, any prior agreements 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 to a deed of trust.

Beneficiary declares, agrees and acknowledges that

- a. He consents and approves (i) all provision of the note and deed of trust in favor of Lender above referenced to, and (ii) all agreements, including but not limited to any new loan or escrow agreements, between Owner and Lender for disbursement of the proceeds of Lender's Loan;

Initials: _____

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LOAN:23648606

Owner of the land hereinafter described and hereinafter referred to as "Owner" and **Bank of America, N.A., successor by merger to Countrywide Bank, FSB, fka Countrywide Bank, N.A., fka Treasury Bank, N.A.** present owner and holder of the deed of trust and note first hereinafter described and hereinafter referred to as "Beneficiary";

WITNESSETH

THAT WHEREAS, STEPHEN J JACOBS and GEORGIA M JACOBS did execute a lien, dated 01/27/2003 to LS Title of Washington, as "Trustee," covering: See Attached Legal Description to secure a note in the sum of \$35000.00, dated 01/27/2003 in favor of **Bank of America, N.A., successor by merger to Countrywide Bank, FSB, fka Countrywide Bank, N.A., fka Treasury Bank, N.A.**, which Deed of Trust was recorded, in book 236 page 717-721, Recording No.: N/A of Official Records of said county; and

WHEREAS, Owner has executed, or is about to execute a deed of trust and note in the principal amount not to exceed \$129400.00, dated 03/25/11, in favor of **Bank of America, N.A., 101 South Tryon Street, Charlotte, NC 28255** herein after referred to as "Lender", payable with interest and upon terms and conditions described therein, which deed of trust is to be recorded concurrently herewith: and

2011177976 3/30/11

Initials: _____

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LOAN #:23648606

b. Lender is making disbursements pursuant to any such agreement is under no obligation or duty to, nor had Lender represented that it will, see to the application of such proceeds by the person or persons to whom the 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 first above mentioned in favor of the lien or charge upon said land of the deed of trust in favor of Lender above referred to and understands that in reliance upon, and in consideration of, this waiver, relinquish and subordinate specific loans and advances are being 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, relinquish and subordination; and

d. An endorsement had been placed upon the lien first above mentioned that said lien has by this instrument been subordinated to the deed of trust 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 EXPENDED FOR OTHER PURPOSES THAN IMPROVEMENTS OF THE LAND.


BY: Melissa K. Scott


TITLE: Assistant Vice President

ALL PURPOSE ACKNOWLEDGMENT

STATE OF KS }
 COUNTY OF Johnson }

On 03/24/2011 before me, Timothy R. Moore (notary) personally appeared Melissa K. Scott (name), Assistant Vice President, personally known to me (or 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.

WITNESS my hand and official seal.

Signature Timothy R. Moore



(NOTARY SEAL)

ATTENTION NOTARY:

Although the information requested below is OPTIONAL, it could prevent fraudulent attachment of this certificate to another document.

THIS CERTIFICATE **MUST** BE ATTACHED TO
 THE DOCUMENT DESCRIBED AT RIGHT

Title of Document Type _____
 Number of Pages _____ Date of Document _____
 Signer(s) Other Than Named Above _____

EXHIBIT 'A'

PARCEL I

That portion of the Southeast Quarter of the Southeast Quarter of the Northeast Quarter of Section 27, Township 4 North, Range 7 East of the Willamette Meridian, in the County of Skamania, State of Washington, more particularly described as follows:

Beginning at the Quarter corner on the East line of the said Section 27; thence West along the South line of the Northeast Quarter of the said Section 27 a distance of 100 feet to the True Point of Beginning; thence Continuing West along said South Line 100 feet; thence North 220 feet; thence East 100 feet; thence South 220 feet to the True Point of Beginning.

PARCEL II

That portion of the Southeast Quarter of the Southeast Quarter of the Northeast Quarter of Section 27, Township 4 North, Range 7 East of the Willamette Meridian, in the County of Skamania, State of Washington, more particularly described as follows:

Beginning at the Quarter corner on the East line of the said Section 27; thence West along the South line of the Northeast Quarter of the said Section 27 a distance of 100 feet; thence North 220 feet; thence East 100 feet to the East line of the said Section 27; thence South 220 feet to the point of beginning.