Page 1 of 2

WHEN RECORDED RETURN TO:

RIVERVIEW COMMUNITY BANK PO BOX 872290 VANCOUVER, WA 98687



FILED FOR RECORD AT REQUEST OF

RIVERVIEW COMMUNITY BANK

## SUBORDINATION AGREEMENT

52047

Reference # (If Applicable):	700199547	Additional on pg.
Grantors (Seller): (1)	Benny W Sciacca	Additional on pg.
(2)		
_ (3)		
Grantees (Buyer): (1)		
(2)		
Legal Description (abbreviated):	NE 1/4 Sec 2 T2N R7E	Additional legal on pg.
Assessor's Tax Parcel ID	02-07-02-1-1-0210-00	

NOTICE: THIS SUBORDINATION AGREEMENT RESULTS IN YOUR SECURITY INTEREST IN THE PROPERTY BECOMING SUBJECT TO AND OF LOWER PRIORITY THAN THE LEIN OF SOME OTHER OR LATER SECURITY INSTRUMENT.

The undersigned subordinator and owner agrees as follows:

- RIVERVIEW COMMUNITY BANK, referred to herein as "subordinator", is the owner and holder of a mortgage dated <u>January 20, 2006</u>, which mortgage is duly recorded on <u>January 24, 2006</u>, under Auditor's File No. <u>2006160305</u>, records of <u>Skamania County</u>.
- 2. USA Direct Funding, referred to herein as "lender", is the owner and holder of a mortgage dated 5-25-20/1, executed by 8-11-20 w. 50 14-60 (which is recorded on 4/4/2011, in Volume of Mortgages, Page, under Auditor's file number 20/11-78010, records of 5/20-20/20 County) (which is to be recorded concurrently herewith).
- 3. Benny W Sciacca referred to herein as "owner", is the owner of all the real property described in the mortgage identified above in paragraph 2.
- 4. In consideration of benefits to "subordinator" from "owner", receipt and sufficiency of which is hereby acknowledged, and to induce "lender" to advance funds under its mortgage and all agreements in connection therewith, the "subordinator" does hereby unconditionally subordinate the lien of his or her mortgage identified in Paragraph 1 above to the lien of "lender's" mortgage, identified in Paragraph 2 above, and all advances or charges made or accruing there under, including any extension or renewal thereof.
- 5. "Subordinator" acknowledges that, prior to the execution hereof, he has had the opportunity to examine the terms of "lender's" mortgage, note and agreements relating thereto, consents to and approves same, and recognizes that "lender" has no obligation to "subordinator" to advance any funds under its mortgage or see to the application of "lender's" mortgage funds, and any application or use of such funds for purposes other than those provided for in such mortgage, note or agreements shall not defeat the subordination herein made in whole or in part.
- 6. It is understood by the parties that "lender" would not make the loan secured by the mortgage in Paragraph 2 without this agreement.
- 7. This agreement shall be the whole and only agreement between the parties hereto with regard to the subordination of the lien or charge of the mortgage first above mentioned to the lien or charge of the mortgage in favor of "lender" above referred to and shall supercede and cancel any prior agreements as to such, or any, subordination including, but not limited to, those provisions, if any, contained in the mortgage first above mentioned, which provide for the subordination of the lien or charge thereof to a mortgage or mortgages to be thereafter executed.
- 8. The heirs, administrator, assigns and successors in interest of the "subordinator" shall be bound by this agreement. Where the word "mortgage" appears herein, it shall be considered as "deed of trust", and gender and number of pronouns considered to conform to undersigned.

Subordination Agreement continued on page 2 of 2

Page 2 of 2

Executed this	day of	<u> </u>	11.
Executed this	day of	<u>20</u>	11

Subordination Agreement continued

NOTICE: THIS SUBORDINATION AGREEMENT CONTAINS A PROVISION WHICH ALLOWS THE PERSON OBLIGIATED ON YOUR REAL PROPERTY SECURITY TO OBTAIN A LOAN A PORTION OF WHICH MAY BE EXPENDED 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.

RIVERVIEW COMMUNITY BANK
Michael Bell, Senior Vice President

STATE OF WASHINGTON COUNTY OF <u>CLARK</u>

On this day of d

Notary Public in and for the State of Washington

Residing at: North New Many

My Commission Expires: July 1, 20

Signature

KENNA CHRISTOPHER
NOTARY PUBLIC
STATE OF WASHINGTON
COMMISSION EXPIRES
JULY 01, 2014

AFN #2011178011 Page: 3 of 3

## EXHIBIT 'A'

## PARCEL I

A tract of land in the Northeast Quarter of the Northeast Quarter of Section 2, Township 2 North, Range 7 East of the Willamette Meridian, in the County of Skamania, State of Washington, described as follows:

Beginning at an ½ inch iron rod at the Northerly Northwest corner of the Wesley Monroe Tract as described in Book 69, Page 485, Skamania County Deed Records, said point being approximately South 12°23'39" West 638.78 feet from the Northeast corner of said Section 2 which is also the true point of beginning; thence North 35°00'00" West 71.39 feet; thence Southwesterly 156 feet, more or less, to a point on the West line of a tract of land conveyed to Sam G. Melonas, et ux, by instrument recorded in Book 81, Page 430, Skamania County Deed Records, which point is also South 25°00'00" East 175 feet from the Northwest corner of the Melonas Tract; thence South 25°00'00" East 214.61 feet to the North line of the Wesley Monroe Tract; thence North 67°10'28" East 106.53 feet to the most Southeast corner of the Melonas Tract; thence North 0°09'26" East 161.95 feet to the true point of beginning.

Also known as Lot 2 of the Sciacca Short Plat, recorded in Book 'T', Page 31, Skamania County Deed Records and amended by instrument recorded in Book 'T', Page 87.

## PARCEL II

A tract of land lying in Lot 3 of the George Christensen-Sam Melonas Short Plat, recorded in Book 'T' of Short Plats, Page 14, in the Southeast Quarter of the Northeast Quarter of Section 2, Township 2 North, Range 7 East of the Willamette Meridian, in the County of Skamania, State of Washington, being more particularly described as follows:

Beginning at the Southeast corner of said Lot 3, said point bears South 15°54'26" West 860.08 feet from the Northeast corner of said Section 2; thence along the Easterly line of said Lot 3; North 25°00'00" West 214.61 feet to the Northwest corner of Lot 2 of the Sciacca Short Plat No. 2, recorded in Book 'T' of Short Plats, Page 31; thence leaving said Easterly line along the projection of the Northerly line of said Lot 2, South 65°37'05" West 140.01 feet to the intersection with the Westerly line of said Lot 3; thence along said Westerly line, South 25°00'00" East 210.81 feet to the Southwest corner of said Lot 3; thence along the Southerly line of said Lot 3, North 67°10'26" East 140.10 feet to the point of beginning.