AFN #2012180343 Recorded 03/27/2012 at 09:45 AM DocType: SUBOR Filed by: SKAMANIA COUNTY TITLE COMPANY Page: 1 of 2 Auditor Timothy O. Todd Skamania County, WA

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**

Reference # (If Applicable):	810067728	Additional on pg.
Grantors (Seller): (1)	Mark Kuciemba	Additional on pg.
(2)	Toni Kuciemba	
(3)		4
Grantees (Buyer): (1)		
(2)		
Legal Description (abbreviated):	Lot 15 Wind River Estates	Additional legal on pg.
Assessor's Tax Parcel ID	0308293101 1800	

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 February 22, 2009, which mortgage is duly recorded on February 26, 2009, under Auditor's File No. 2009172154, records of Skamania County.
- 2. Riverview Community Bank, referred to herein as "lender", is the owner and holder of a mortgage dated 03/16/2012, executed by Mark Charles Kuciemba & Toni Gail Kuciemba his recorded on 3/27/20/2 in Volume of Mortgages, Page , under Auditor's file number 20/2/80342, records of Skamania County) (which is to be recorded concurrently herewith).
- 3. Mark Kuciemba and Toni Kuciemba 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 supersede 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

**Subordination Agreement continued** 

Page 2 of 2

Executed this // tale day of March 2012.

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.

RIVERYJEW COMMUNITY BANK

Cheri Smith, Senior Vice President

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

On this Aday of Aday of Aday, 2012 before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared Cheri Smith to me known to be the Senior Vice President of Riverview Community Bank the corporation that executed the foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that she is authorized to execute the said instrument and that the seal affixed is the corporate seal of said corporation.

Witness my hand and official seal hereto affixed the day and year first above written.

Notary Public in and for the State of Washington

Residing at:

My Commission Expires:

Signature

KENNA CHRISTOPHER NOTARY PUBLIC

STATE OF WASHINGTON COMMISSION EXPIRES

JULY 01, 2014