

RETURN ADDRESS

Riverview Community Bank
PO Box 872290
Vancouver, WA 98687-2290

SCA
Please Print neatly or Type information
DOCUMENT TITLE(S)

Subordination of Lien _____

REFERENCE NUMBER(S) OF RELATED DOCUMENT(S)

20061637~~X~~39 2010176924 _____
Additional Reference #'s on page _____

GRANTOR(S)

Marble Creek, LLC _____

Additional Grantors on page # _____

GRANTEE(S)

Riverview Community Bank _____

Additional Grantees on page # _____

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

S26, T7N, R5E _____
Additional Legal is on page # 2

ASSESSOR'S PROPERTY TAX PARCEL/ACCOUNT NUMBER

07-05-26-0-0-0700-00 07-05-26-0-0-0703-00 07-05-26-0-0-0800-00
Additional Parcel #'s on page _____

The Auditor/Recorder will rely on the information provided on this form. The staff will not read the document to verify the accuracy or completeness of the indexing information provided herein.

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Bank
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NOTICE: THIS SUBORDINATION OF LIEN 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.

SUBORDINATION OF LIEN

Reference # (if applicable): _____

Additional on page ____

Grantor(s):

1. Thomas, Bradley S.
2. Creagan, David A.
3. Sauer, Gerald T.

Grantee(s)

1. Riverview Community Bank

Legal Description: S26, T7N, R5E

Additional on page ____

Assessor's Tax Parcel ID#: 07-05-26-0-0-0700-00, 07-05-26-0-0-0703-00,
07-05-26-0-0-0800-00

THIS SUBORDINATION OF LIEN dated March 5, 2012, is made and executed between Marble Creek, LLC ("Lienholder"); and Riverview Community Bank ("Lender").

SUBORDINATION OF LIEN (Continued)

Loan No: 840025833

Page 2

SUBORDINATED INDEBTEDNESS. Lienholder has extended the following described financial accommodations, secured by the Real Property (the "Subordinated Indebtedness"):

Assignment of Note and Trust Deed to Marble Creek, LLC on October 26, 2010.

SUBORDINATED LIEN. The Subordinated Indebtedness is or will be secured by the Real Property and evidenced by a lien document, dated November 6, 2006, to Lienholder (the "Subordinated Lien") and recorded in Skamania County, State of Washington as follows:

Recorded November 17, 2006, under recording number 20061637~~339~~, Assignment of document recorded November 16, 2010, under recording number 2010176924. *fn*

REAL PROPERTY DESCRIPTION. The Subordinated Lien covers the following described real property (the "Real Property") located in Skamania County, State of Washington:

See Exhibit A, which is attached to this Subordination and made a part of this Subordination as if fully set forth herein.

The Real Property or its address is commonly known as NNA, WA. The Real Property tax identification number is 07-05-26-0-0-0700-00, 07-05-26-0-0-0703-00, 07-05-26-0-0-0800-00.

SUPERIOR INDEBTEDNESS. Lender has extended or has agreed to extend the following described financial accommodations to Borrower, secured by the Real Property (the "Superior Indebtedness"):

That certain Promissory Note dated July 10, 2006 as modified by various Change in Terms documents, the last of which is dated March 5, 2012 and as of the date of the last Change in Terms Agreement, the principal balance owing from Borrower to Lender was \$481,021.61. "Note" includes all renewals of, extensions of, modifications of, refinancings of, consolidations of, and substitutions for the above referenced Promissory Note or Agreement.

LENDER'S LIEN. The Superior Indebtedness is or will be secured by the Real Property and evidenced by a mortgage, deed of trust, or other lien instrument, dated October 5, 2009, from Bradley S. Thomas, David A. Creagan and Gerald T. Sauer to Lender (the "Lender's Lien") and recorded in Skamania County, State of Washington as follows:

Recorded November 4, 2009 under recording number 2009174227.

As a condition to the granting of the requested financial accommodations, Lender has required that the Lender's Lien be and remain superior to the Subordinated Lien.

REQUESTED FINANCIAL ACCOMMODATIONS. Lienholder wants Lender to provide financial accommodations to Lienholder in the form of the Superior Indebtedness. Lienholder represents and acknowledges to Lender that Lienholder will benefit as a result of these financial accommodations from Lender to Lienholder, and Lienholder acknowledges receipt of valuable consideration for entering into this Subordination.

NOW THEREFORE THE PARTIES TO THIS SUBORDINATION HEREBY AGREE AS FOLLOWS:

SUBORDINATION. The Subordinated Lien and the Subordinated Indebtedness secured by the Subordinated Lien is and shall be subordinated in all respects to Lender's Lien and the Superior Indebtedness, and it is agreed that Lender's Lien shall be and remain, at all times, prior and superior to the lien of the Subordinated Lien. Lienholder also subordinates to Lender's Lien all other Security Interests in the Real Property held by Lienholder, whether now existing or hereafter acquired. The words "Security Interest" mean and include without limitation any type of collateral security, whether in the form of a lien, charge, mortgage, deed of trust, assignment, pledge, chattel mortgage, chattel trust, factor's lien, equipment trust, conditional sale, trust receipt, lien or title retention contract, lease or consignment intended as a security device, or any other security or lien interest whatsoever, whether created by law, contract, or otherwise.

LIENHOLDER'S REPRESENTATIONS AND WARRANTIES. Lienholder represents and warrants to Lender that: (A) no representations or agreements of any kind have been made to Lienholder which would limit or qualify in any way the terms of this Subordination; (B) this Subordination is executed at Lienholder's request and not at the request of Lender; (C) Lender has made no representation to Lienholder as to the creditworthiness of Lienholder; and (D) Lienholder has established adequate means of obtaining from Lienholder on a continuing basis information regarding Lienholder's financial condition. Lienholder agrees to keep adequately informed from such means of any facts, events, or circumstances which might in any way affect Lienholder's risks under this Subordination, and Lienholder further agrees that Lender shall have no obligation to disclose to Lienholder information or material acquired by Lender in the course of its relationship with Lienholder.

LIENHOLDER WAIVERS. Lienholder waives any right to require Lender: (A) to make, extend, renew, or modify any loan to Lienholder or to grant any other financial accommodations to Lienholder whatsoever; (B) to make any presentment, protest, demand, or notice of any kind, including notice of any nonpayment of any Superior Indebtedness secured by Lender's Lien, or notice of any action or nonaction on the part of Lienholder, Lender, any surety, endorser, or other guarantor in connection with the Superior Indebtedness, or in connection with the creation of new or additional indebtedness; (C) to resort for payment or to proceed directly or at once against any person, including Lienholder; (D) to proceed directly against or exhaust any collateral held by Lender from Lienholder, any other guarantor, or any other person; (E) to give notice of the terms, time, and place of any public or private sale of personal property security held by Lender from Lienholder or to comply with any other applicable provisions of the Uniform Commercial Code; (F) to pursue any other remedy within Lender's power; or (G) to commit any act or omission of any kind, at any time, with respect to any matter whatsoever.

LENDER'S RIGHTS. Lender may take or omit any and all actions with respect to Lender's Lien without affecting whatsoever any of Lender's rights under this Subordination. In particular, without limitation, Lender may, without notice of any kind to Lienholder, (A) make one or more additional secured or unsecured loans to Lienholder; (B) repeatedly alter, compromise, renew, extend, accelerate, or otherwise change the time for payment or other terms of the Superior Indebtedness or any part of it, including increases and decreases of the rate of interest on the Superior Indebtedness; extensions may be repeated and may be for longer than the original loan term; (C) take and hold collateral for the payment of the Superior Indebtedness, and exchange, enforce, waive, and release any such collateral, with or without the substitution of new collateral; (D) release, substitute, agree not to sue, or deal with any one or more of Lienholder's sureties, endorsers, or guarantors on any terms or manner Lender chooses; (E) determine how, when and what application of payments and credits, shall be made on the Superior Indebtedness; (F) apply such security and direct the order or manner of sale of the security, as Lender in its discretion may determine; and (G) transfer this Subordination to another party.

DEFAULT BY LIENHOLDER. If Lienholder becomes insolvent or bankrupt, this Subordination shall remain in full force and effect. Any default by Lienholder under the terms of the Subordinated Indebtedness also shall constitute an event of default under the terms of the Superior Indebtedness in favor of Lender.

MISCELLANEOUS PROVISIONS. The following miscellaneous provisions are a part of this Subordination:

**SUBORDINATION OF LIEN
(Continued)**

Loan No: 840025833

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Amendments. This Subordination constitutes the entire understanding and agreement of the parties as to the matters set forth in this Subordination. No alteration of or amendment to this Subordination shall be effective unless given in writing and signed by the party or parties sought to be charged or bound by the alteration or amendment.

Attorneys' Fees; Expenses. If Lender institutes any suit or action to enforce any of the terms of this Subordination, Lender shall be entitled to recover such sum as the court may adjudge reasonable as attorneys' fees at trial and upon any appeal. Whether or not any court action is involved, and to the extent not prohibited by law, all reasonable expenses Lender incurs that in Lender's opinion are necessary at any time for the protection of its interest or the enforcement of its rights shall become a part of the Indebtedness payable on demand and shall bear interest at the Note rate from the date of the expenditure until repaid. Expenses covered by this paragraph include, without limitation, however subject to any limits under applicable law, Lender's attorneys' fees and Lender's legal expenses, whether or not there is a lawsuit, including attorneys' fees and expenses for bankruptcy proceedings (including efforts to modify or vacate any automatic stay or injunction), appeals, and any anticipated post-judgment collection services, the cost of searching records, obtaining title reports (including foreclosure reports), surveyors' reports, and appraisal fees and title insurance, to the extent permitted by applicable law. Lienholder also will pay any court costs, in addition to all other sums provided by law.

Authority. The person who signs this Subordination as or on behalf of Lienholder represents and warrants that he or she has authority to execute this Subordination and to subordinate the Subordinated Indebtedness and the Lienholder's security interests in Lienholder's property, if any.

Caption Headings. Caption headings in this Subordination are for convenience purposes only and are not to be used to interpret or define the provisions of this Subordination.

Governing Law. This Subordination will be governed by federal law applicable to Lender and, to the extent not preempted by federal law, the laws of the State of Washington without regard to its conflicts of law provisions. This Subordination has been accepted by Lender in the State of Washington.

Choice of Venue. If there is a lawsuit, Lienholder agrees upon Lender's request to submit to the jurisdiction of the courts of Clark County, State of Washington.


No Waiver by Lender. Lender shall not be deemed to have waived any rights under this Subordination unless such waiver is given in writing and signed by Lender. No delay or omission on the part of Lender in exercising any right shall operate as a waiver of such right or any other right. A waiver by Lender of a provision of this Subordination shall not prejudice or constitute a waiver of Lender's right otherwise to demand strict compliance with that provision or any other provision of this Subordination. No prior waiver by Lender, nor any course of dealing between Lender and Lienholder, shall constitute a waiver of any of Lender's rights or of any of Lienholder's obligations as to any future transactions. Whenever the consent of Lender is required under this Subordination, the granting of such consent by Lender in any instance shall not constitute continuing consent to subsequent instances where such consent is required and in all cases such consent may be granted or withheld in the sole discretion of Lender.

Successors. This Subordination shall extend to and bind the respective heirs, personal representatives, successors and assigns of the parties to this Subordination, and the covenants of Lienholder herein in favor of Lender shall extend to, include, and be enforceable by any transferee or endorsee to whom Lender may transfer any or all of the Superior Indebtedness.

EACH PARTY TO THIS SUBORDINATION ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS SUBORDINATION, AND EACH PARTY AGREES TO ITS TERMS. THIS SUBORDINATION IS DATED MARCH 5, 2012.

BORROWER:

MARBLE CREEK, LLC

By: 
 Gerald T. Sauer, Member of Marble Creek, LLC

By: 
 Bradley S. Thomas, Member of Marble Creek, LLC

LIENHOLDER:

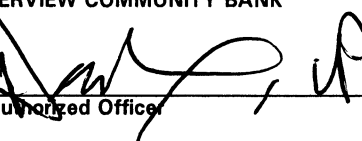
MARBLE CREEK, LLC

By: 
 Gerald T. Sauer, Member of Marble Creek, LLC

By: 
 Bradley S. Thomas, Member of Marble Creek, LLC

LENDER:

REVIEW COMMUNITY BANK

X 
 Authorized Officer

**SUBORDINATION OF LIEN
(Continued)**

Loan No: 840025833

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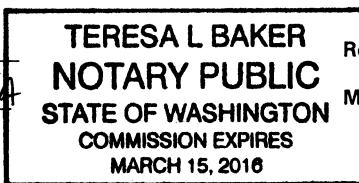
LIMITED LIABILITY COMPANY ACKNOWLEDGMENT

STATE OF Washington)
) SS
COUNTY OF Clark)

On this 26th day of March, 20 12, before me, the undersigned Notary Public, personally appeared **Gerald T. Sauer, Member of Marble Creek, LLC and Bradley S. Thomas, Member of Marble Creek, LLC**, and personally known to me or proved to me on the basis of satisfactory evidence to be members or designated agents of the limited liability company that executed the Subordination of Lien and acknowledged the Subordination to be the free and voluntary act and deed of the limited liability company, by authority of statute, its articles of organization or its operating agreement, for the uses and purposes therein mentioned, and on oath stated that they are authorized to execute this Subordination and in fact executed the Subordination on behalf of the limited liability company.

By Teresa L. Baker

Notary Public in and for the State of WA



Residing at Battle Ground, WA

My commission expires 03/15/2016

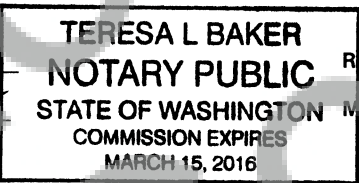
LIMITED LIABILITY COMPANY ACKNOWLEDGMENT

STATE OF Washington)
) SS
COUNTY OF Clark)

On this 26th day of March, 20 12, before me, the undersigned Notary Public, personally appeared **Gerald T. Sauer, Member of Marble Creek, LLC and Bradley S. Thomas, Member of Marble Creek, LLC**, and personally known to me or proved to me on the basis of satisfactory evidence to be members or designated agents of the limited liability company that executed the Subordination of Lien and acknowledged the Subordination to be the free and voluntary act and deed of the limited liability company, by authority of statute, its articles of organization or its operating agreement, for the uses and purposes therein mentioned, and on oath stated that they are authorized to execute this Subordination and in fact executed the Subordination on behalf of the limited liability company.

By Teresa L. Baker

Notary Public in and for the State of WA



Residing at Battle Ground, WA

My commission expires 03/15/2016

LENDER ACKNOWLEDGMENT

STATE OF Washington)
) SS
COUNTY OF Clark)

On this 26th day of March, 20 12, before me, the undersigned Notary Public, personally appeared Gerald T. Sauer, DOR and personally known to me or proved to me on the basis of satisfactory evidence to be the Vice President, authorized agent for **Riverview Community Bank** that executed the within and foregoing instrument and acknowledged said instrument to be the free and voluntary act and deed of **Riverview Community Bank**, duly authorized by **Riverview Community Bank** through its board of directors or otherwise, for the uses and purposes therein mentioned, and on oath stated that he or she is authorized to execute this said instrument and in fact executed this said instrument on behalf of **Riverview Community Bank**.

By Teresa L. Baker

Notary Public in and for the State of WA

Residing at Battle Ground, WA

My commission expires 03/15/2016

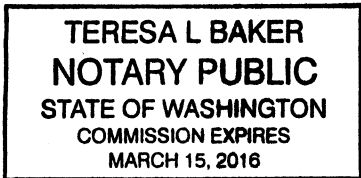


EXHIBIT "A"

PARCEL I

A tract of land located in a portion of the Southeast quarter of the Southwest quarter of Section 23, and a portion of the Northeast quarter of the Northwest quarter of Section 26, all in Township 7 North, Range 5 East, Willamette Meridian, Skamania County, Washington, more particularly described as follows:

Beginning at the Southeast corner of said Northwest quarter of Section 23; Thence North $88^{\circ}04'15''$ West, along the South line of said Southwest quarter of Section 23, for a distance of 572.12 feet to a point on the centerline of that certain 66 feet wide ingress and egress easement as recorded under Auditor's file number 2004166227, records of Skamania county Washington, said point being the TRUE POINT OF BEGINNING; thence continuing along said South line, North $88^{\circ}04'15''$ West, for a distance of 723.33 feet to the Southwest corner of said Southeast quarter of the Southwest quarter of Section 23; Thence North $01^{\circ}31'49''$ East, along the West line of said Southeast quarter of the Southwest quarter for a distance of 653.92 feet; Thence South $88^{\circ}11'11''$ East, for a distance of 833.04 feet to a point on the centerline of said ingress and egress easement; Thence along said centerline the following courses: South $23^{\circ}50'59''$ West, for a distance of 40.49 feet; Thence South $38^{\circ}01'53''$ West, for a distance of 106.18 feet; Thence South $51^{\circ}57'55''$ West, for a distance of 88.85 feet; Thence South $05^{\circ}05'40''$ West, for a distance of 154.20 feet; Thence South $22^{\circ}52'26''$ East, for a distance of 94.63 feet; Thence South $08^{\circ}46'27''$ East, for a distance of 97.96 feet; Thence South $11^{\circ}32'23''$ West, for a distance of 76.05 feet; Thence South $85^{\circ}01'43''$ East, for a distance of 33.22 feet to a point on the Northeasterly line of said easement; Thence along said Northeasterly easement line the following courses: South $01^{\circ}35'49''$ East, for a distance of 57.73 feet; Thence South $16^{\circ}30'41''$ East, for a distance of 47.16 feet; Thence South $30^{\circ}40'48''$ East, for a distance of 191.74 feet; Thence South $35^{\circ}52'30''$ East, for a distance of 197.29 feet; Thence South $47^{\circ}30'08''$ East, for a distance of 145.41 feet; Thence South $58^{\circ}36'12''$ East, for a distance of 99.83 feet; Thence South $45^{\circ}38'08''$ East, for a distance of 139.31 feet; Thence North $90^{\circ}00'00''$ East, for a distance of 16.36 feet to a point on the East line of the Northwest quarter of Section 26; Thence leaving said Northeasterly easement line, along said East line of the Northwest quarter of Section 26, South $00^{\circ}21'04''$ West, for a distance of 599.98 feet to a point on the meander line of Swift reservoir; Thence North $71^{\circ}08'28''$ West, along said meander line, for a distance of 574.78 feet to the Southeast corner of the "BST" Short Plat, according to the plat thereof recorded under Auditor's File number 2007167890, records of Skamania County, Washington; Thence North $31^{\circ}17'42''$ East, along the East line of said "BST" Short Plat, for a distance of 628.55 feet to a point on the centerline of said easement; Thence along said centerline the following courses: North $47^{\circ}30'08''$ West, for a distance of 151.98 feet; Thence North $35^{\circ}52'30''$ West, for a distance of 202.15 feet; Thence North

30°40'48" West, for a distance of 197.34 feet; Thence North 16°30'41" West, for a distance of 55.58 feet; Thence North 01°35'49" West, for a distance of 1.67 feet to the TRUE POINT OF BEGINNING.

PARCEL II

Beginning at the Northwest Corner of said Northeast Quarter of Section 26; Thence South 88°53'35" East, along the North line of Said Northeast Quarter of Section 26, for a distance of 153.87 feet; Thence South 00°21'04" West, for a distance of 195.78; Thence North 88°47'42" West, for a distance of 41.28 feet to the true point of beginning; Thence South 00°21'04" West, for a distance of 520.30 feet; Thence South 83°34'08" East, for a distance of 654.64 feet; Thence South 06°25'52" West, for a distance of 538.57 feet to a point on the meander line of Swift Reservoir; Thence along said meander line, North 83°34'08" West, for a distance of 36.16; Thence continuing along said meander line, North 79°37'08" West, for a distance of 647.88 feet; Thence North 71°09'08" West, for a distance of 34.34 feet to a point on the West line of said Northeast Quarter of Section 26; Thence leaving said meander line North 00°21'04" East, along the West line of said Northeast Quarter of Section 26, for a distance of 599.98 feet, to a point on the North line of that certain ingress & egress easement recorded under Auditor's file number 2007166227, records of Skamania County, Washington; Thence along said North easement line the following courses; South 90°00'00" West for a distance of 16.36 feet; Thence North 45°38'08" West, for a distance of 139.31; Thence North 58°36'12" West, for a distance of 99.83 feet; Thence North 47°30'08" West, for a distance of 145.41 feet; Thence North 35°52'30" West, for a distance of 197.29 feet; Thence North 30°40'48" West, for a distance of 168.31 feet; Thence leaving said easement line, South 88°04'15" East, for a distance of 323.38 feet; Thence South 01°39'24" West, for a distance of 135.63; Thence South 88°04'15" East, for a distance of 193.16 feet to a point on the West line of said Northeast Quarter of Section 26; Thence South 88°47'42" East, for a distance of 112.60 feet to the true point of beginning.

PARCEL III

A tract of land located in a portion of the Southeast quarter of the Southwest quarter of section 23, and in a portion of the Northwest quarter of the Northwest quarter and in the Northeast quarter of the Northeast quarter of Section 26, all in Township 7 North, Range 5 East, Willamette Meridian, Skamania County, Washington more particularly described as follows;

Beginning at the Southeast corner of said Southwest quarter of Section 23; Thence South 88°53'35" East, along the North line of said Northeast quarter of Section 26, for a distance of 153.87 feet; Thence South 00°21'04" West for a distance of 195.78 feet; Thence North 88°47'42" West for a distance of 153.87 feet; Thence North 88°04'15" West for a distance of 193.16 feet; Thence North 01°39'24" East for a distance of 508.67 feet; Thence South 57°32'50" East for a distance of 0.94 feet to a point

on the centerline of that certain 60 feet wide ingress and egress easement as recorded under Auditor's file number 2007166227, records of Skamania County, Washington; Thence along said centerline, along the arc of a 100.00 foot radius, non-tangent curve to the left, for an arc distance of 26.57 feet, through a central angle of $15^{\circ}13'26''$, the radius of which bears North $13^{\circ}07'13''$ West, the long chord of which bears North $69^{\circ}16'04''$ East for a chord distance of 26.49 feet; Thence North $61^{\circ}39'22''$ East for a distance of 34.59 feet; Thence along the arc of a 100.00 foot radius, tangent curve to the left, for an arc distance of 142.73 feet, through a central angle of $81^{\circ}46'34''$, the radius of which bears North $28^{\circ}20'38''$ West, the long chord of which bears North $20^{\circ}46'04''$ East for a chord distance of 130.92 feet; Thence North $20^{\circ}07'13''$ West for a distance of 97.40 feet; Thence leaving said centerline, North $05^{\circ}38'07''$ East for a distance of 101.92 feet; Thence South $88^{\circ}11'11''$ East for a distance of 114.64 feet; Thence North $01^{\circ}39'24''$ East for a distance of 150.00 feet; Thence North $88^{\circ}11'11''$ West for a distance of 397.72 feet to a point on the centerline of that certain 66 feet wide ingress and egress easement, as recorded under Auditor's file number 2007166227, records of Skamania County, Washington; Thence along said centerline, South $23^{\circ}50'59''$ West for a distance of 161.82 feet; Thence leaving said centerline, North $88^{\circ}11'11''$ West for a distance of 833.04 feet to a point on the West line of said Southeast quarter of the Southwest quarter of Section 23; Thence North $01^{\circ}31'49''$ East along the west line of said Southeast quarter, for a distance of 670.11 feet to a point on the North line of said Southeast quarter of the Southwest quarter; Thence South $88^{\circ}18'07''$ East, along said North line of said Southeast quarter of the Southwest quarter for a distance of 859.43 feet to the Northwest corner of Lot 1 of the "GTS" Short Plat, according the plat thereof recorded under Auditor's file number 2007167891, records of Skamania County, Washington; Thence along the West line of said Lot 1, along the arc of a 289.00 foot radius, non-tangent curve to the right, for an arc distance of 431.49 feet, through a central angle of $85^{\circ}32'43''$, the radius of which bears South $28^{\circ}39'23''$ West, the long chord of which bears South $18^{\circ}34'16''$ East for a chord distance of 392.51 feet; Thence South $24^{\circ}12'06''$ West for a distance of 4.22 feet to the Southwest corner of said Lot 1; Thence South $88^{\circ}11'11''$ East, along the South line of said Lot 1, for a distance of 304.83 feet to a point on said East line of the Southeast quarter of the Southwest quarter of Section 23; Thence South $01^{\circ}39'24''$ West, along said East line, for a distance of 956.53 feet to the POINT OF BEGINNING.