| WHEN RECORDED RETURN | TO: |
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KeyBank National Association P.O. Box 16430 Boise, ID 83715

CCT 00138855 WT

## **DOCUMENT TITLE(S):**

Subordination Agreement

## REFERENCE NUMBER(S) OF DOCUMENTS ASSIGNED OR RELEASED: $n/a \ 2009173137$

**GRANTOR:** 

- 1. KeyBank National Association
- 2.

#### **GRANTEE:**

- 1. Wells Fargo Home Mortgage
- 2

#### TRUSTEE:

n/a

## ABBREVIATED LEGAL DESCRIPTION:

n/a

Full Legal Description located on Page n/a

### TAX PARCEL NUMBER(S):

n/a

☐ If this box is checked, then the following applies:
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.

Signature

LPB-01-05(I)

AFN #2012181305 Page: 2 of 7

#### SUBORDINATION AGREEMENT

THIS AGREEMENT made this 31st day of July, 2012, in favor of WELLS FARGO HOME MORTGAGE it's successors and/or assigns, with an office at 400 E 3RD STREET, THE DALLES, OR 97058 ("Lender") by KeyBank National Association, having a place of business at 4910 Tiedeman Road, Ste B, Cleveland, Ohio 44144. ("Subordinate Lender")

#### WITNESSETH:

WHEREAS, Subordinate Lender is the owner and holder of the following Mortgage/Deed of Trust covering the property located at 352 LEETE ROAD, CARSON, WA 98610 and as more fully described therein ("Mortgaged Property"), and of the note or bond which said Mortgage/Deed of Trust secures ("Subordinate Lender Note"):

a) Mortgage/Deed of Trust dated June 2, 2009, made by: JEFFREY S CROOKS and LYNN MARIE R CROOKS to KeyBank National Association to secure the sum of \$37,000.00 recorded on Real Property in the CLARK County Recorder/Clerk's Office in WA Book/Liber 2009173137 Page N/A. ("Subordinate Lender Mortgage").

WHEREAS, on condition that the Subordinate Lender Mortgage/Deed of Trust be subordinated in the manner hereinafter appearing, Lender has or is about to accept a mortgage/deed of trust covering the Mortgaged Property, made by JEFFREY S CROOKS and LYNN MARI CROOKS ("Borrower") to Lender to secure an amount not to exceed (\$190,000.00) and interest, said mortgage/deed of trust being hereinafter collectively referred to as the "Lender Mortgage/Deed of Trust".

NOW, THEREFORE, in consideration of One Dollar (1.00) and other good and valuable consideration and to induce Lender to accept the Lender Mortgage the receipt and sufficiency of said consideration being hereby acknowledged, Subordinate Lender does hereby covenant, consent and agree with Lender as follows:

The Subordinate Lender Mortgage/Deed of Trust shall be and is hereby made subject and subordinate in lien to the lien of the Lender Mortgage/Deed of Trust in the principal amount not to exceed \$190,000.00 and interest together with any and all advances heretofore or hereinafter made and pursuant to the Lender Mortgage/Deed of Trust and together with any and all renewals or extensions of the Lender Mortgage/Deed of Trust or the note secured thereby, ("Lender Note").

THIS AGREEMENT may not be changed or terminated orally and shall be binding upon and inure to the benefit of the respective heirs, legal representatives, successors and assigns, of the parties hereto.

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IN WITNESS WHEREOF, Subordinate Lender hereto has duly executed this agreement the day and year first above written.

KeyBank National Association

STATE OF OHIO

COUNTY OF STARK

Before me, a Notary Public in and for the said County and State, personally appeared STEPHEN P. MARTIN, AVP of KEYBANK NATIONAL ASSOCIATION, the corporation which executed the foregoing instrument who acknowledged that they did sign the foregoing instrument for and on behalf of said corporation, being thereunto duly authorized, and that the same is the free act and deed individually and as such officers and free act of deed of said corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal at Canton, Ohio, this the 31st day of July, 2012.

NANCY L. KING

Notary Public, State of Ohio Notary Public My Commission Expires My commission expires: September 22, 2012

THIS INSTRUMENT PREPARED BY: KeyBank National Association

When recorded mail to: KeyBank National Association P.O.Box 16430 Boise, ID 83715

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# MODIFICATION OF HOME EQUITY AGREEMENT AND MORTGAGE/DEED OF TRUST MODIFICATION AGREEMENT

This Modification of Home Equity Agreement and Mortgage/Deed of Trust is executed and delivered by the customer(s) signing below ("you") to KeyBank National Association ("Bank").

This Modification is to the Home Equity Agreement ("Agreement") you gave Bank dated, in June 2, 2009 the principal amount of \$37,000.00 ("Original Credit Line"). The Agreement is secured by a Mortgage/Deed of Trust dated June 2, 2009, recorded in Book/Liber 2009173137, Page N\A in the records of Recorder of CLARK County, WA ("Security Instrument"), which Security Instrument was originally given as security for the Original Credit Line.

The Agreement is modified to decrease the Original Credit Line to a principal line amount of \$22,000.00. The parties agree that the decrease is to both (i) the principal sum of the indebtedness secured by the Security Instrument and (ii) the maximum amount of obligatory loan advances provided for in the Agreement. All other terms and conditions of the Agreement will remain in full force and effect and shall apply to the additional principal amount, if applicable.

This Modification does not constitute a waiver or novation of Agreement, Security Instrument or their terms and shall not adversely affect the validity or lien priority of the Mortgage or any other mortgage or other instrument executed and delivered as security for the indebtedness now evidenced by this Modification, which mortgage liens and/or security interests are hereby agreed to be continued in full force and effect.

Signed and acknowledged in the presence of: 8/10/2

(Wiltness Signature)

Witness Signature

LYNN MARZE R CROOKS

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STATE OF WAShington
COUNTY OF CUMPY SKAMPUNG SS:

On this the // day of <u>Cugust 2012</u> in the year <u>2012</u> before me, the undersigned, a Notary Public in and for said State, personally appeared <u>Cyw Marie R. Crooks</u>

personally known to me or proved to me on the basis of satisfactory evidence to be the individual(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) capacity(ies) and that by (his)(her)(their) signatures(s)on the instrument, the individual(s) or the person on behalf of which the individual(s) acted, executed the instrument.

KIM J. WILSON NOTARY PUBLIC STATE OF WASHINGTON COMMISSION EXPIRES AUGUST 19, 2015

Notary Public

\*KeyBank National Association acknowledges Modification to decrease line to \$22,000.00.

TEPHEN P. MARTIN, AVP

This instrument was prepared by: KeyBank National Association

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## CORPORATE ACKNOWLEDGMENT

| STATE OF  | OHIO  | ) |
|-----------|-------|---|
|           |       | ) |
| COUNTY OF | STARK | ) |

Before me, a Notary Public in and for the said County and State, personally appeared

Stephen P. Martin, Assistant Vice President of **KEYBANK NATIONAL ASSOCIATION**, the corporation which executed the foregoing instrument who acknowledged that they did sign the foregoing instrument for and on behalf of said corporation, being thereunto duly authorized, and that the same is the free act and deed individually and as such officers and free act of deed of said corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal at Canton, Ohio, this the 31<sup>st</sup> day of July, 2012.

Notary Public

My commission expires:

N Not My

NANCY L. KING Notary Public, State of Ohio My Commission Expires September 22, 2012

THIS INSTRUMENT PREPARED BY: KEYBANK NATIONAL ASSOCIATION

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STATE OF WASHINGTON **COUNTY OF Skamania** 

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On this 11th of August, 2012, before me personally appeared Lynn Marie R. Crooks, who executed the within instrument as Attorney in Fact for Jeffrey S. Crooks and acknowledged to me that she signed and sealed the same as her free and voluntary act and deed as attorney in fact for Jeffrey S. Crooks for the uses and purposes therein mentioned, and on oath stated that the Power of Attorney authorizing the execution of this instrument has not been revoked and that said Jeffrey S. Crooks is now living, and is not incompetent.

Dated: August 11, 2012

Notary Public in and for the State of Washington

Residing in Carson

My appointment expires: \$ 19-15

KIM J. WILSON NOTARY PUBLIC STATE OF WASHINGTON COMMISSION EXPIRES AUGUST 19. 2015