

WHEN RECORDED RETURN TO:  
COLUMBIA CREDIT UNION  
HOME EQUITY DEPARTMENT  
P.O. BOX 324  
VANCOUVER, WA 98666

(Space above this line for recording purposes)

## **SUBORDINATION AGREEMENT**

### **Subordination of Deed of Trust**

THIS SUBORDINATION AGREEMENT (the "Agreement") is made and entered into this 31 day of October, 2012 by JACK D. ROBERTS and VICTORIA A. ROBERTS, husband and wife (the "Owner"), and Columbia Credit Union (the "Beneficiary").

#### **RECITALS**

1. The owner executed a deed of trust to Columbia Credit Union, Trustee (the "Beneficiary's Deed of Trust") dated 04/21/2004 encumbering the following described real property (the "Property"):

LOT 22 OF COLUMBIA HEIGHTS, ACCORDING TO THE RECORDED PLAT THEREOF, RECORDED IN BOOK 'A' OF PLATS, PAGE 136 IN THE COUNTY OF SKAMANIA STATE OF WASHINGTON.

to secure a promissory note in the sum of \$25000, dated 04/21/2004 in favor of Beneficiary, which deed of trust was recorded 04/28/2004 in Auditor's File No. 2004152746 of the records of the County of Skamania, State of Washington.

2. The owner has now or is about to execute a new deed of trust (the "New Lender's Deed of Trust") and note for an amount up to \$104800, dated 12/4/2012 in favor of Columbia Credit Union (the "New Lender"), which will also encumber the Property and which will also be recorded in the official records of the County of Skamania, State of Washington. in Auditor's File No. 2012182262 12/12/12

3. It is a condition precedent to obtaining the new loan (the "New Loan") from the New Lender that the New Deed of Trust shall unconditionally be and remain at all times a lien upon the Property that is prior and superior to the lien of the Beneficiary's Deed of Trust, and that the Beneficiary subordinates the Beneficiary's Deed of Trust to the New Lender's Deed of Trust.

4. It is to the mutual benefit of the parties to this Agreement that the New Lender make the New Loan to the Owner, and the Beneficiary is willing to subordinate the Beneficiary's Deed of Trust to the New Lender's Deed of Trust.

NOW THEREFORE, in consideration of the mutual benefits accruing to the parties and other valuable consideration, the receipt and sufficiency of which consideration is hereby acknowledged, and in order to induce the New Lender to make the New Loan, the parties agree as follows:

(1) That the New Lender's Deed of Trust, together with any renewals or extensions thereof, shall unconditionally be and remain at all times a lien or charge on the Property that is prior and superior to the lien or charge of Beneficiary's Deed of Trust until the New Lender's promissory note secured by the New Lender's Deed of Trust is paid. Notwithstanding anything to the contrary, this Agreement shall not extend to any principal advances made by the New Lender after the date of the New Loan, except that this Agreement shall extend to future advances made for taxes, insurance, fees, costs, and expenses required to protect the interests of the New Lender in connection with the New Loan;

(2) That the New Lender would not make the New Loan without this Agreement; and

(3) That this Agreement shall be the whole and only agreement with regard to the subordination of the Beneficiary's Deed of Trust to the New Lender's Deed of Trust.

The Beneficiary agrees and acknowledges:

(1) That the New Lender in making disbursements pursuant to the New Loan is under no obligation or duty to, nor has the New Lender represented that it will, see to the application of such proceeds by the person or persons to whom the New Lender disburses such proceeds;

(2) That the Beneficiary unconditionally subordinates the Beneficiary's Deed of Trust in favor of the New Lender's Deed of Trust and understands that in reliance upon, and in consideration of this subordination, specific loans and advances are being and will be made and as part and parcel thereof specific monetary and other obligations are being and will be entered into that would not be made or entered into but for said reliance upon this subordination; and

(3) That the Beneficiary's Deed of Trust has by this instrument been subordinated to the New Lender's Deed of Trust subject to the provisions of the Agreement.

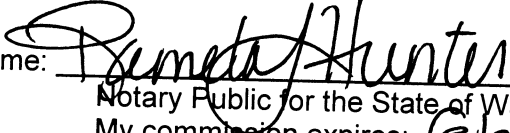


by: Roger Kelso  
Its: VP Retail Lending

State of Washington )  
County of Clark ) SS.  
)

Personally appeared Roger Kelso as VP Retail Lending, who, being duly sworn stated and acknowledged that the foregoing instrument was executed on behalf of Columbia Credit Union for the purposes stated therein; that the seal, in any affixed to the instrument is the corporate seal of corporation; and that he signed the instrument with proper authority and as the voluntary act of the corporation.

Dated: 11/1/12

Before me:   
Notary Public for the State of Washington  
My commission expires: Feb 15 2014

