Return Address:

Keybank National Association PO Box 16430 Boise, ID 83715

512-0262

Document Title(s) or transactions contained herein:
Subordination Agreement
GRANTOR(S) (Last name, first name, middle initial)
KeyBank National Association
, a special insectation
[ ] Additional names on page of document.
GRANTEE(S) (Last name, first name, middle initial)
10.411 W
Guild Mortgage Company
[ ] Additional names on page of document.
LEGAL DESCRIPTION (Abbreviated: i.e., Lot, Block, Plat or Section, Township, Range, Quarter/Quarter)
S29, T3N, R8E
[ ] Complete legal on page 4 of document.
REFERENCE NUMBER(S) of Documents assigned or released:
Dated June 13, 2012, Auditor File NO. 2012180953
New Deed of Trust Dated January 9, 2013, in Auditor File NO. 2013 000098
[ ] Additional numbers on page 2 of document.
ASSESSOR'S PROPERTY TAX PARCEL/ACCOUNT NUMBER
03-08-29-0-0-1200-00
03-08-29-0-0-1200-00 [ ] Property Tax Parcel ID is not yet assigned
[ ] Additional parcel numbers on page of document.
The Auditor/Recorder will rely on the information provided on the form. The Staff will not read
the document to verify the accuracy or completeness of the indexing information.
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.
Company Name:
Signature/Title:

AFN #2013000091 Page: 2 of 4

## **SUBORDINATION AGREEMENT**

THIS AGREEMENT made this 14<sup>th</sup> day of January 2013, in favor of Guild Mortgage Company, it's successors and/or assigns, with an office at 5898 Copley Drive 4th Floor, San Diego, CA 92111 ("Lender") by KeyBank National Association, having a place of business at 4910 Tiedeman Rd. Ste B, Brooklyn, OH 44144. (Subordinate Lender")

## WITNESSETH:

WHEREAS, Subordinate Lender is the owner and holder of the following Mortgage/Deed of Trust covering the property located at 47802 State Highway 14, Stevenson, WA 98648 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 6/13/12, made by Lori Livingston, Trustee of the Lori Livingston Living Family Trust dated July 14, 2011 to KeyBank National Association, to secure the sum of \$250,000.00 recorded on Real Property in the Skamania County Recorder/Clerk's Office in WA Book/Liber/Instrument 2012180953 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 Lori Livingston ("Borrower") to Lender to secure an amount not to exceed (\$417,000.00) 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 \$417,000.00 and interest together with any and all advances heretofore or hereinafter made under 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.

Page 1 of 2

AFN #2013000091 Page: 3 of 4

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

## **KeyBank National Association**

oel P. Martineau. Officer

lelanie Mayle Witness

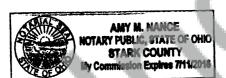
Amy M. Nance, Notary

STATE OF OHIO

COUNTY OF STARK

Before me, a Notary Public in and for the said County and State, personally appeared Joel P. Martineau, Officer of KeyBank National Association, the corporation which executed the foregoing instrument who acknowledged that he/she 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 officer(s) 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 14<sup>th</sup> day of January 2013.



Notary Public

My commission expires:

THIS INSTRUMENT PREPARED BY: KeyBank National Association

When Recorded Mail to:

KeyBank National Association PO Box 16430 Boise, ID 83715 AFN #2013000091 Page: 4 of 4

ORDER NO. S12-0262JC

## EXHIBIT "A"

A tract of land within the Southeast Quarter of Section 29, Township 3 North, Range 8 East, of the Willamette Meridian, in the County of Skamania, State of Washington, described as follows:

Commencing at a point on the East line of said Section 29 which lies South 0'5717" West, 990.02 feet from the East Quarter Corner thereof, thence continuing South 0.5717" West, 41.60 feet to a point of intersection with the South line of the Burlington Northern-Santa Fe railroad company (BNSF) right of way; Thence along said right of way to an intersection with the Government Meander Line, the chord of which bears South 71'4921" West, 16.54 feet and the point of beginning of this description; Thence along said meander line through the following courses, to wit: South 19'20'30" West, 511.44 feet; South 11'5030" West, 504.90 feet; Thence South 47°2030" West, 5.40 feet to a point; Thence North 77 4147" West, 520.47 feet to a point on the shoreline of the Bonneville Pool; Thence North 78.5637" West, 155.66 feet along the base of a bluff to a point; Thence North 16'2954" East, 108.52 feet to a point; Thence 01'18'39" West, 126.93 feet to a point; Thence North 16<sup>2</sup>9'54" East 124.74 feet to a point; Thence North 42<sup>2</sup>23'33" East, 88.89 feet to a point of intersection with the South line of said BNSF right of way (hereinafter called Point"A"); Thence Northeasterly along said right of way 922 feet, more or less, to the point of beginning, the chord of which bears North 62'3244" East, 918.42 feet.

Together with a Quarter interest in the shoreland of the Second class conveyed by the State of Washington fronting & abutting upon the above described property being a portion of the Original recording in Book I, Page 560.

Together with the following:

Commencing at the here in above described Point "A", Thence North 75'13'29" West, 272.84 feet to a point on the North line of the BNSF right of way and the point of beginning of this description; Thence Northeasterly along said right of way 507 feet, more or less, to a point of intersection with the West line of the East Half of said Government Lot 4, the chord of which bears North 57'16'48" East, 503.08 feet; Thence North 0'57'57 East, 17.61 feet to the South line of sr 14 right of way; Thence in a Westerly direction along said right of way line of variable width a distance of 1,613 feet, more or less, to a point, the chord of which bears North 89'33'02" West, 1,406.87 feet; Thence leaving said right of way line on a bearing to South 77'50'50" East, 792.41 feet to a point; Thence South 58'02'32" East, 249.80 feet to the point of beginning.