AFN #2013001253 Recorded 06/11/2013 at 12:54 PM DocType: SUBOR Filed by: INDECOMM GLOBAL SERVICES Page: 1 of 6 Auditor Timothy O. Todd Skamania County, WA

# **Return Address:**

Indecomm Global Services 2925 Country Drive St. Paul, MN 55117

Please print or type information WASHINGTON STATE RECORDER'S Cover Sheet (RCW 65.04)
Document Title(s) (or transactions contained therein): (all areas applicable to your document <u>must</u> be filled in) SUBORDINATION AGREEMENT
Reference Number(s) of related Documents: 2008168717 Additional reference #'s on page of document
Grantor(s) (Last name, first name, initials) STERLING SAVINGS BANK DBA STERLING BANK
Additional names on page of document.
Grantee(s) (Last name first, then first name and initials) JPMORGAN CHASE BANK, N.A.
Additional names on page of document.
Trustee
<b>Legal description</b> (abbreviated: i.e. lot, block, plat or section, township, range) SW 1/4 SEC 20 T2N R10E
Additional legal is on page 6 of document.
Additional legal is on page 6 of document.  Assessor's Property Tax Parcel/Account Number
Assessor's Property Tax Parcel/Account Number
Assessor's Property Tax Parcel/Account Number  O3-10-20-0-0-1101-00  The Auditor/Recorder will rely on the information provided on the form. The staff will not read the document

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WHEN RECORDED RETURN TO:

STERLING SAVINOS BANK dba STERLING BANK PO BOX 2224 ATTN: LOAN SUPPORT SPOKANE, WA 99210

LOAN: 61056667

78670769	SUBORDINATION AGREEMENT	lec 2n
, -	57667954-1974316	7

1. STERLING SAVINGS BANK dba STERLING BANK referred to herein as "subordinator", is the owner and holder of a deed of trust dated January 14, 2008 which is recorded on January 15, 2008 in the amount of \$18,700.00 under auditor's file No 2008168717, records of Skamania County.

2. SPMorgan Chase Bank N.A. referred to herein as "lender" is the owner and holder of the deed of trust dated 4/26/21 in the amount of \$55,321.00, executed by Steven Koch and Lori Koch under auditor's file No. 201300/252, records of 5kania County (which is to be recorded concurrently herewith).

- 3. **Steven Kock and Lori Koch**, referred to herein as "owner," is the owner of all the real property described in the deed of trust 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 deed of trust and all agreements in connection therewith, the "subordinator" does hereby unconditionally subordinate the lien of the deed of trust identified in Paragraph 1 above to the lien of "lender's" deed of trust identified in Paragraph 2 above, and all advances or charges made or accruing hereunder, 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" deed of trust, 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 deed of trust or see to the application of "lender's" deed of trust funds, and any application or use of such funds for purposes other than those provided for in such deed of trust, note or agreements shall not defeat the subordination herein made in whole or in part.
- 6. It is understood by the parties hereto that "lender" would not make the loan secured by the deed of trust 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 deed of trust first above mentioned to the lien or charge of the mortgage in favor of "lender" above referred 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 deed of trust first above mentioned, which provide for the subordination of the lien or charge thereof to a deed of trust or deeds of trust to be thereafter executed.
- 8. The heirs, administrators, assigns and successors in interest of the "subordinator" shall be bound by this agreement.

NOTICE: THIS SUBORDINATION AGREEMENT CONTAINS A PROVISION WHICH ALLOWS THE PERSON OBLIGATED 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, THAT PARTIES CONSULT WITH THEIR ATTORNEYS WITH RESPECT THERETO.

Executed: April 4, 2013

STERLING SAVINGS BANK dba STERLING BANK

Steven Kosh

Kathy M Starkel Lending Production Specialist

Lori Koch

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WHEN RECORDED RETURN TO:

STERLING SAVINGS BANK dba STERLING BANK PO BOX 2224 ATTN: LOAN SUPPORT SPOKAME WA 99210

LOAN: 61055667

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Katto M Starker Let	ding Production Specialist ori Koch	•	

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### **ACKNOWLEDGMENT – Corporate**

# STATE OF WASHINGTON COUNTY OF SPOKANE

On **April 4, 2013**, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared Kathy M Starkel known to me to be the Lending Production Specialist of Sterling Savings Bank dba Sterling 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 **he/she** is authorized to execute the said instrument

Witness my hand and official seal hereto affixed the day and year first above written MARIKO MORGAN NOTARY PUBLIC for the State of Washington My Commission Expires November 30, 2016 Notary Public in and for the State of Washington, residing at Spokane Co. My appointment expires \_ ACKNOWLEDGMENT - Individual STATE OF COUNTY OF On this day personally appeared before me to be the individual(s) described in and who executed the within and foregoing instrument, and acknowledged that he/she signed the same as his/her free and voluntary act and deed, for the uses and purposes therein mentioned. GIVEN under my hand and official seal this day of 20 Notary Public in and for the State of residing at My appointment expires

AFN #2013001253 Page: 5 of 6

# **ACKNOWLEDGMENT - Corporate**

### STATE OF WASHINGTON **COUNTY OF SPOKANE**

On April 4, 2013, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared Kathy M Starkel known to me to be the Lending Production Specialist of Sterling Savings Bank dba Sterling 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 he/she is authorized to execute the said instrument Witness my hand and official seal hereto affixed the day and year first above written

nova Notary Public in and for the State of Washington, residing at Spokane Co. 30, 20/6 My appointment expires \_

MARIKO MORGAN NOTARY PUBLIC for the State of Washington My Commission Expires November 30, 2018

**ACKNOWLEDGMENT - Individual** 

STATE OF Washing for COUNTY OF White 183

Suen On this day personally appeared before me to me known

to be the individual(s) described in and who executed the within and foregoing instrument, and acknowledged that he/she signed the same as his/her free and voluntary act and deed, for the uses and purposes therein mentioned.

CHYEN under my hand and official seal this 3 day of \_\_\_\_\_

LY A. TALLANDE Notary Public in and for the State of residing at

My appointment expires

**WASHIN**MICE CO.

DF

AFN #2013001253 Page: 6 of 6

## Exhibit A

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE COUNTY OF SKAMANIA, STATE OF Washington, AND IS DESCRIBED AS FOLLOWS:

A TRACT OF LAND IN THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 20, TOWNSHIP 3 NORTH, RANGE 10 EAST OF THE WILLAMETTE MERIDIAN, IN THE COUNTY OF SKAMANIA, STATE OF WASHINGTON DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF THE SAID SECTION 20; THENCE NORTH 640 FEET TO THE INITIAL POINT OF THE TRACT HEREBY DESCRIBED; THENCE WEST 217 FEET; THENCE NORTH 200 FEET; THENCE EAST 217 FEET; THENCE SOUTH 200 FEET TO THE POINT OF BEGINNING.

Parcel ID: 03-10-20-0-0-1101-00

Commonly known as 11 GEORGE ST, Underwood, WA 98651 However, by showing this address no additional coverage is provided

ABBREVIATED LEGAL: SW 1/4 SEC 20 T3N R10E

\*U03842987\*

1371 5/9/2013 78670769/2