AFN #2015000542 Recorded 03/31/2015 at 11:48 AM DocType: SUBOR Filed by: Page: 1 of 4 Auditor Robert J. Waymire Skamania County, WA

AFN # 2015000542 Recorded 03/31/2015 at 11:46AM DocType: SUBOR Filed by: CLARK COUNTY TITLE COMPANY Page: 1 of 4 Auditor Robert J. Waymire Skamania County, WA

This Instrument Prepared by: Lee Anne Todd

When Recorded Return to: First Tennessee Bank National Association, Grantor P.O. Box 132 Memphis, TN 38101

#### SUBORDINATION AGREEMENT

## **RECITALS:**

1496H

WHEREAS, Brandon Michael Drake, as his separate estate (hereinafter singly or collectively "Borrower") is the owner of the following described real property described below or in Exhibit "A" attached hereto, and having a street address as follows (the "Property"):

2052 North Fork Road Washougal, WA 98671

Lot 2 of Benson Short Plat

Tax Account Number: 02 05 20 0 0 0901 00

AND WHEREAS, the said Borrower has made application for a closed—end mortgage loan ("New Loan") in an amount not to exceed \$380,500.00 from Summit Mortgage Corporation (the "Grantee"), whose address is: 13115 N E 4th St Suite 160, Vancouver, WA 98684 to be evidenced by a Deed of Trust / Mortgage which shall be a lien or charge on the Property.

AND WHEREAS, the undersigned, First Tennessee Bank National Association, successor thru merger with First Horizon Home Loan Corporation (collectively, "Grantor") has an interest in or lien upon the Property as follows:

(Deed of Trust) As Beneficiary under a Deed of Trust to the Trustee named therein, dated March 26, 2008 and recorded March 31, 2008 in Auditor's File Number: 2008169422. Modification recorded January 28, 2009 under Auditor's File Number: 2009171941. Official records of Skamania County, State of Washington.

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As a condition of making the New Loan, the Grantee has required the Borrower to execute a Deed of Trust/Mortgage on the Property securing repayment of the New Loan (the "New Deed of Trust/Mortgage"), which, upon execution and recordation of this Agreement, and subject to the conditions and limitations set out below, shall have a superior lien position to that of Grantor on the Property.

#### AGREEMENTS:

**NOW, THEREFORE,** in consideration of the premises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby agrees as follows:

- 1. Grantor hereby agrees to subordinate the lien of its Deed of Trust/Mortgage to the lien of the New Deed of Trust/Mortgage, subject to the following conditions. This Subordination is limited solely to the New Deed of Trust/Mortgage and is effective ONLY to the extent to which the New Deed of Trust/Mortgage is a valid, enforceable and properly recorded mortgage lien instrument. This Agreement shall be of no force and effect in the event Grantee or its agents fails to satisfactorily perform all acts required to make the New Deed of Trust/Mortgage a valid and enforceable mortgage loan, that is properly recorded in the appropriate land records.
- 2. This Subordination as described above shall not apply to any future advance of funds to or for the benefit of the Borrower by the Grantee of the New Deed of Trust/Mortgage, except for advances necessary to protect the security of the New Deed of Trust/Mortgage.
- 3. Nothing in this Agreement shall be deemed to constitute a novation with respect to the debt secured by the Grantor Deed of Trust/Mortgage, nor an extension or modification thereof, nor otherwise affect the rights, remedies or penalties under the Grantor Deed of Trust/Mortgage.
- 4. This Agreement shall be binding upon and shall inure to the benefit of Grantor and the Grantee and their respective successors and assigns, and any purchaser at any foreclosure sale instituted pursuant to the Grantor Deed of Trust/Mortgage or the New Deed of Trust/Mortgage.
- This Agreement shall be construed in accordance with the laws of the State of Tennessee.

IN WITNESS WHEREOF, Grantor has caused this Agreement to be executed by its duly authorized representative and Trustee has executed this Agreement on this 18 day of the calculation, 2015.

WITNESS:

Tammy J Adaston

FIRST TENNESSEE BANK NATIONAL ASSOCIATION SUCCESSOR THRU MERGER WITH FIRST HORIZON HOME LOAN CORPORATION (Grantor)

Name: Debra D. Cottingham

Title: Limited Vice President Underwriter

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#### **ACKNOWLEDGMENT**

STATE OF <u>TENNESSEE</u>	)	
		) ss
COUNTY OF SHELBY		)

Before me, Lee Anne Todd of the state and county mentioned, personally appeared <a href="Debra D. Cottingham">Debra D. Cottingham</a>, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged such person to be the Limited Vice President Underwriter FIRST TENNESSEE BANK NATIONAL ASSOCIATION SUCCESSOR THRU MERGER WITH FIRST HORIZON HOME LOAN CORPORATION, the within named bargainer, a corporation, and that he/she, as such Limited Vice President Underwriter, executed the foregoing instrument for the purpose therein contained, by personally signing the name of the corporation as Limited Vice President Underwriter.

WITNESS my hand and official seal on this // day of March, 2015.

Notary Public

EXPIRES NOVE

My Commission expires: November 20, 2017

Prepared by: Lee Anne Todd First Tennessee Bank 300 Court Avenue Memphis, TN 38103 AFN #2015000542 Page: 4 of 4

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Loan Number: 2015020042

Date: MARCH 25, 2015

Property Address: 2052 N FORK ROAD

WASHOUGAL, WASHINGTON 98671

# **EXHIBIT "A"**

### LEGAL DESCRIPTION

Lot 2 of the BENSON SHORT PLAT, recorded under Auditor's File No. 2005157989, records of Skamania County, Washington;

EXCEPTING THEREFROM a triangular parcel described as follows:

BEGINNING at the most Northerly corner of Lot 2 of said Benson Short Plat (from which an iron rod bears South 74°08'02" East, 20.98 feet); thence along the Northeasterly line of said Lot 2, South 74°08'02" East 320 feet; thence South 85°33'17" West, 348.82 feet to a point; thence North 52°16'12" West, 30.66 feet to the centerline of North Fork Road; thence along said centerline North 37°43'48" East, 33.78 feet; thence along said centerline North 32°13'58" East, 81.62 feet to the Point of Beginning.

TOGETHER WITH that portion of Lot 1 of said Benson Short Plat, described as follows:

BEGINNING at the Southeast corner of Lot 1 of said Benson Short Plat, which point lies North 1°23'50" East, 241.48 feet from the Southeast corner of said Northeast quarter of the Southeast quarter; thence along the Northeasterly edge of said Lot 1, North 41°42'16" West, 245 feet; thence South 56°36'58" West, 173.43 feet to the Southwesterly line of said Lot 1; thence South 74°08'02" East, 320 feet to the Point of Beginning.

A.P.N. # : 02052000090100