

After recording return to:
Consolidated Community Credit Union
2021 NE Sandy Blvd
Portland OR 97232

SUBORDINATION AGREEMENT

CL3205
STATE OF Washington)
) SS.
COUNTY OF Skamania)

This agreement is made as of the 19th day of April, 2016, by the Consolidated Community Credit Union hereafter referred to as the "Beneficiary", whose address is 2021 NE Sandy Boulevard, Portland, Oregon 97232

SE 1/4 Sec 21, T 3N, R 10E, W 1/2 (full legal pg 4)
APN: 031021400/0000

WITNESSETH:

WHEREAS, on November 23, 2015, Kenneth D. Musser Jr. or his successors in interest of the Kenneth D. Musser, Jr. Living Trust dated November 18, 2013

[borrowers with vesting]

(hereinafter collectively referred to as "Borrower") whose address is 62091 State Rd. 14 Underwood, WA 98651, executed a Deed of Trust (hereinafter referred to as the "Deed of Trust") to Beneficiary, encumbering the real property described on Exhibit A and certain fixtures and personal property described in the Deed of Trust (such real and personal property and fixtures, and all leases, rents, issues, profits and contracts relating thereto being hereinafter referred to as the "Property"), to secure a promissory note in the original principal sum of \$110,000.00 recorded November 30, 2015 as Recorder's Fee No.: 2015002569, in the records of the County Recorder of Skamania County, Washington and;

WHEREAS, a refinance instrument is to be filed for a record contemporaneously with this Agreement in the records of Skamania County, Washington being made to Borrowers by Loan Depot ("Lender") whose address is 26642 Towne Centre Dr. Foothill Ranch, CA 92610; WHEREAS, the new refinance instrument being in the principal sum of \$402,097.00 dated , and recorded 05/16/2016

Recorder's Fee No.: 2016000913 and;

WHEREAS, Lender requires as a condition of the Loan, that Beneficiary subordinate the Deed of Trust , together with all other documents now or hereafter evidencing , securing or otherwise relating to any of the obligations secured or to be secured by the Deed of Trust, to the documents evidencing and securing to the Deed of Trust and the indebtedness thereby secured;

NOW, THEREFORE, Beneficiary, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, hereby agrees, notwithstanding any provision of the Deed of Trust or any instrument or document relating thereto, that the lien of the Deed of Trust and all rights of Beneficiary in and to the Property, including but not limited to any and all interest, rights, powers and remedies arising under or by virtue of the Deed of Trust, or any and all other instruments now or hereafter evidencing, securing or otherwise relating to any of the obligations expressly subordinate to, and does hereby subordinate and declare to be subordinate the lien of the Deed of Trust and the aforesaid interests, rights, powers and remedies to (i) the lien of the Lender, evidenced by the Refinance Instrument, (ii) the indebtedness secured by the Refinance Instrument, including without limitation, all sums or debts now or hereafter secured thereby, and all interest accrued or to accrue on any of such indebtedness, (iii) all other loan documents executed in connection with the loan, and (iv) any modifications, amendments, renewals, replacements and alterations of the Refinance Instrument or the note or notes secured thereby, other than subsequent additions to the principal balance of the refinance instrument (except for advances to protect lender's interest in the property). Beneficiary further agrees that in the event of default under the Deed of Trust or default under the Refinance Instrument and the foreclosure by Beneficiary or Lender under their respective security instruments, all right, lien and claim of Beneficiary in and to the Property under the Deed of Trust shall be subordinate to and payable only following complete satisfaction of all right, lien and claim of Lender in and to the Property under the Refinance Instrument.

Beneficiary hereby acknowledges that Lender shall rely upon this Agreement in the refinancing of said stated deed of trust which shall be secured by the security Instrument, and the Lender shall have been induced to refinance the Loan by the representations and agreements made by Beneficiary herein.

This Agreement shall be construed in accordance with the laws of the state of Oregon.

Beneficiary: Consolidated Community Credit Union

By: Pam Joslin
Its: Sr. Loan Officer

STATE OF Oregon)
COUNTY OF Multnomah) SS.

On April 19, 2016, before me, Mark Petrick, a Notary Public in and for said County and State, personally appeared Pam Joslin, Sr. Loan Officer of Consolidated Community Credit Union, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to within instrument and acknowledge to me that he/she/they executed the same in his/her authorized capacity, and that by his/her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal

Mark Petrick



Exhibit "A"

see attached

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EXHIBIT "A"

A TRACT OF LAND LOCATED IN THE SOUTHEAST QUARTER OF SECTION 21, TOWNSHIP 3 NORTH, RANGE 10 EAST OF THE WILLAMETTE MERIDIAN, IN THE COUNTY OF SKAMANIA, STATE OF WASHINGTON, DESCRIBED AS FOLLOWS:

BEGINNING AT THE POINT MARKING THE INTERSECTION BETWEEN THE NORTHERLY RIGHT OF WAY LINE OF PRIMARY STATE HIGHWAY NO. 8, WITH THE EAST LINE OF THE SAID SECTION 21, SAID POINT BEING 19.37 CHAINS SOUTH 00°06' WEST FROM THE QUARTER POST ON THE EAST LINE OF THE SAID SECTION 21; THENCE SOUTH 82°52' WEST FOLLOWING THE NORTHERLY RIGHT OF WAY LINE OF SAID HIGHWAY 4.07 CHAINS TO A POINT; THENCE FOLLOWING THE DIRECTION A DISTANCE OF 200 FEET; THENCE NORTH 200 FEET; THENCE WEST 125 FEET; THENCE SOUTH 200 FEET, MORE OR LESS, TO INTERSECTION WITH THE NORTHERLY RIGHT OF WAY LINE OF SAID HIGHWAY TO THE INITIAL POINT OF THE TRACT HEREBY DESCRIBED; THENCE NORTH 400 FEET; THENCE WEST 150 FEET; THENCE SOUTH 400 FEET, MORE OR LESS, TO INTERSECTION WITH THE NORTHERLY RIGHT OF WAY LINE OF SAID HIGHWAY; THENCE IN AN EASTERLY DIRECTION FOLLOWING THE NORTHERLY RIGHT OF WAY LINE OF SAID HIGHWAY TO THE POINT OF BEGINNING.

TOGETHER WITH A TRACT OF LAND LOCATED IN THE SOUTHEAST QUARTER OF SECTION 21, TOWNSHIP 3 NORTH, RANGE 10 EAST OF THE WILLAMETTE MERIDIAN, IN THE COUNTY OF SKAMANIA, STATE OF WASHINGTON, DESCRIBED AS FOLLOWS:

A TRACT OF LAND LOCATED IN THE SOUTHEAST QUARTER OF SECTION 21, TOWNSHIP 3 NORTH, RANGE 10 EAST OF THE WILLAMETTE MERIDIAN, IN THE COUNTY OF SKAMANIA, STATE OF WASHINGTON, DESCRIBED AS FOLLOWS:

COMMENCING AT A POINT MARKING THE INTERSECTION BETWEEN THE NORTHERLY RIGHT OF WAY LINE OF PRIMARY STATE HIGHWAY NO. 8, WITH THE EAST LINE OF SAID SECTION 21, SAID POINT BEING 19.37 CHAINS SOUTH FROM THE QUARTER POST ON THE EAST LINE OF THE SAID SECTION 21; THENCE ALONG SAID NORTHERLY RIGHT OF WAY SOUTH 83°40'51" WEST, A DISTANCE OF 468.00 FEET TO THE BEGINNING OF A CURVE TANGENT TO SAID LINE; THENCE CONTINUING ALONG SAID RIGHT OF WAY WESTERLY A DISTANCE OF 280.56 FEET ALONG THE CURVE CONCAVE TO THE SOUTH, HAVING A RADIUS OF 2342.00 FEET AND A CENTRAL ANGLE OF 6°51'49" TO THE SOUTHWEST CORNER OF THAT PARCEL DESCRIBED IN BOOK 138, PAGE 113; THENCE ALONG THE WEST LINE OF SAID PARCEL NORTH 00°49'55" EAST, A DISTANCE OF 114.33 FEET TO THE POINT OF BEGINNING.

THENCE CONTINUING ALONG SAID WEST LINE NORTH 00°49'55" EAST, A DISTANCE OF 151.93 FEET; THENCE SOUTH 75°03'29" WEST, A DISTANCE OF 60.44 FEET; THENCE SOUTH 11°24'16" EAST, A DISTANCE OF 125.33 FEET; THENCE SOUTH 66°46'45" EAST, A DISTANCE OF 34.18 FEET TO A POINT ON SAID WEST LINE AND THE POINT OF BEGINNING.

EXCEPTING THEREFROM, A TRACT OF LAND LOCATED IN THE SOUTHEAST QUARTER OF SECTION 21, TOWNSHIP 3 NORTH, RANGE 10 EAST OF THE WILLAMETTE MERIDIAN, IN THE COUNTY OF SKAMANIA, STATE OF WASHINGTON, DESCRIBED AS FOLLOWS:

COMMENCING AT A POINT MARKING THE INTERSECTION BETWEEN THE NORTHERLY RIGHT OF WAY LINE OF PRIMARY STATE HIGHWAY NO. 8, WITH THE EAST LINE OF SAID SECTION 21, SAID POINT BEING 19.37 CHAINS SOUTH FROM THE QUARTER POST ON THE EAST LINE OF THE SAID SECTION 21; THENCE ALONG SAID NORTHERLY RIGHT OF WAY SOUTH 83°40'51" WEST, A DISTANCE OF 468.00 FEET TO THE BEGINNING OF A CURVE TANGENT TO SAID LINE; THENCE CONTINUING ALONG SAID RIGHT OF WAY WESTERLY, A DISTANCE OF 280.56 FEET ALONG THE CURVE CONCAVE TO THE SOUTH, HAVING A RADIUS OF 2342.00 FEET AND A CENTRAL ANGLE OF 6°51'49" TO THE SOUTHWEST CORNER OF THAT PARCEL DESCRIBED IN BOOK 138, PAGE 113, AND THE POINT OF BEGINNING:

THENCE ALONG THE WEST LINE OF SAID PARCEL NORTH 00°49'55" EAST, A DISTANCE OF 114.33 FEET; THENCE SOUTH 66°46'45" EAST, A DISTANCE OF 44.40 FEET; THENCE SOUTH 30°16'34" EAST, A DISTANCE OF 90.30 FEET TO A POINT ON SAID NORTH RIGHT OF WAY; THENCE WESTERLY A DISTANCE OF 89.99 FEET ALONG A CURVE CONCAVE TO THE SOUTH, HAVING A RADIUS OF 23.42.00 FEET AND A CENTRAL ANGLE OF 2°12'06" AND BEING SUBTENDED BY A CHORD WHICH BEARS SOUTH 77°55'05" WEST 89.98 FEET TO THE POINT OF BEGINNING.

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