11:47 AM DocType: SUBOR Filed by: AFN #2018000068 Recorded Jan 10, 2018 Page: 1 of 3 File Fee: \$76.00 Auditor Robert J. Waymire COLUMBIA GORGE TITLE Skamania County, WA

When recorded return to:

ZB, N.A., dba Zions First National Bank Clo Zions Agricultural Finance 500 Fifth Street Ames, 1A 50010-6063

Filed for record at the request of:



1499 SE Tech Center PI, Suite 100 Vancouver, WA 98683

Escrow No.: 622-92166

SUBORDINATION AGREEMENT

This Subordination Agreement results in your security interest in the property becoming NOTICE: subject to and of lower priority than the lien of some other or later security instruments.

The undersigned subordinator and owner agrees as follows:

- 1. Eric Hoyte and Virginia Hoyte referred to herein as "subordinator", is the owner and holder of a mortgage dated October 25, 2017 which is recorded under Auditor's File No. #2017002271, records of Skamania County, Washington.
- 2. ZB, N.A. dba Zions First National Bank, its successors and/or assigns referred to herein as "lender", is the owner and holder of a mortgage dated executed by The Derek Hoyte Living Trust 2016, and any amendments thereto which is recorded under records of Skamania County, Washington. (which is to be recorded dated May 24 20180000000 concurrently herewith).
- The Derek Hoyte Living Trust dated May 24, 2016, and any amendments thereto referred to herein as "owner", is the owner of all the real property described in the mortgage identified above in Paragraph 2.
- 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 mortgage and all agreements in connection therewith, the "subordinator" does hereby unconditionally subordinate the lien of his mortgage identified in Paragraph 1 above to the lien of "lender's" mortgage, identified in Paragraph 2 above, and all advances or charges made or accruing thereunder, including any extension or renewal thereof.
- "Subordinator" acknowledges that, prior to the execution hereof, he has had the opportunity to examine the terms of "lender's" mortgage, 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 mortgage or see to the application of "lender's" mortgage funds, and any application or use of such funds for purposes other than those provided for in such mortgage, 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 mortgage 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 mortgage first above mentioned to the lien or charge of the mortgage in favor of "lender" above referred to 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 mortgage first above mentioned, which provide for the subordination of the lien or charge thereof to a mortgage or mortgages to be thereafter executed.
- The heirs, administrators, assigns and successors in interest of the "subordinator" shall be bound by this agreement. Where the word "mortgage" appears herein it shall be considered as "deed of trust," and gender and number of pronouns considered to conform to undersigned.

AFN #2018000068 Page: 2 of 3

SUBORDINATION AGREEMENT

(continued)

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, the parties consult with his/her/their attorneys with respect thereto.

Dated: I/03/2018

Eric Hoste

Eric Hoyte

Virginia Hoyte

State of Washington
County of Glaffer KITSAP

I certify that I know or have satisfactory evidence that Eric Hoyte and Virginia Hoyte are the persons who appeared before me, and said persons acknowledged that they signed this of instrument and acknowledged it to be their free and voluntary act for the uses and purposes mentioned in this instrument.

Notary Public State of Washington

LUCI S DELESBORE My Appointment Expires Feb 28, 2019 Residing at:

Delesbor Name: Notary Public in and for the State of Washington

My appointment expires:

EXHIBIT "A"

Legal Description

01-05-20-0-0-0100-00 and 01-05-20-0-0-0100-03

For APN/Parcel ID(s): 01-05-20-0-0-0100-04 and 01-05-20-0-0-0105-00

PARCEL I

A portion of the South Half of the South Half of Section 17 and Government Lots 1, 2 & 3 in Section 20, all in Township 1 North, Range 5 East, Willamette Meridian, Skamania County, State of Washington, described as follows:

Beginning at the intersection of the South right of way line of State Highway 14, with the East line of the West 390 feet of Government Lot 1, said point being the most Westerly Northwest corner of the Grams Tract as described in Book 50 of Deeds at Page 31 (recorded June 25, 1962), Skamania County Auditor's

Records; Thence Northeasterly along the South right of way of State Highway 14 for a distance of 215 feet, more or less to the Northwest corner of the excepted parcel noted in the Grams Tract; Thence South

73.45 feet, more or less, to the Southwest corner of said excepted parcel; Thence North 84° 30' East 162.00 feet to the Southeast Corner of said excepted parcel; Thence North along the East line of said excepted parcel, 110 feet, more or less, to the South right of way line of State Highway 14; Thence Northeasterly along said South right of way line 145 feet, more or less, to the North line of Section 20; Thence East along the line between Sections 17 and 20 for a distance of 1000 feet, more or less, to a point

that is 1850 feet East of the Southwest corner of Section 17, said point being the Southeast corner of the

U.S.A. Tract as described in Book 121 of Deeds, at Page 379, Skamania County Auditor's Records; Thence North 268 feet, more or less, to the South right of way line of State Highway 14 and the Northeast

corner of the U.S.A. Tract; Thence Northeasterly and Easterly along said South right of way line 2500 feet, more or less, to a point that is 140.00 feet Westerly (as measured along said right of way line) from

Engineer's Station 331+00, 50.00 feet right (sheet 3 of 6, State Road No. 8, Wing Creek to Prindle, dated

June 24, 1927); Thence South (parallel with the West line of Government Lot 1 of Section 20), 970.00 feet; Thence Southwesterly 3750 feet, more or less, to a point on the East line of the West 390 feet of Government Lot 1, that is 810.00 feet South of the Point of Beginning; Thence North 810.00 feet to the Point of Beginning.

PARCEL II:

That portion of the Southwest Quarter of Section 17, Township 1 North, Range 5 East of the Willamette

Meridian, Skamania County, Washington, lying Southerly of the Southerly right of way line of the Evergreen Highway as presently located and established.

EXCEPTING the following described tract of land:

Beginning at a point on the South line of the said Section 17, a distrance of 1850 feet East of the Southwest corner of the said Section 17; Thence North 268.5 feet, more or less, to the Southerly right

way line of the said Evergreen Highway; Thence in an Easterly direction along the Southerly line of the said highway to the center line running North and South through the said Section 17; Thence South along

the said center line to the Quarter corner on the South line of the said Section 17; Thence West along the

South line of the said Section 17 to the Point of Beginning.