AFN #2019000059 Recorded Jan 16, 2019 01:44 PM DocType: SUBOR Filed by: COLUMBIA GORGE TITLE Page: 1 of 3 File Fee: \$101.00 Auditor Robert J. Waymire Skamania County, WA

## WHEN RECORDED RETURN TO:

UMPQUA BANK – Loan Support PO BOX 2125, Spokane, WA 99210-2125 OR 707 W. Main Street, 6<sup>th</sup> Floor Spokane, WA 99201

## SUBORDINATION AGREEMENT

1. UMPQUA BANK referred to herein as "subordinator", is the owner and holder of a deed of trust dated March 16, 2017 which is recorded on March 22, 2017 in the amount of \$65,000.00 under auditor's file No 2017000593, records of Skamania County executed by Jennifer L. Perez-Nelson and Michael Nelson. 2. UMPQUA BANK referred to herein as "lender" is the owner and holder of the deed of trust dated indebtedness according to the terms of the Note executed by of Skamania County (which is to be recorded concurrently herewith). Jennifer L. Perez-Nelson 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 "subordinato" 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: January 4, 2019

**UMPQUA BANK** 

Mariko Morgan, Business Analyst

Jepanter L. Perez-Nelson

Michael Nelson

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## **ACKNOWLEDGMENT - Corporate**

STATE OF WASHINGTON COUNTY OF SPOKANE

On January 4, 2019, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared Mariko Morgan known to me to be the Lending Production Specialist of UMPQUA 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
Chry Che
Notary Public in and for the State of
Washington, residing at Spokane Co.
My appointment expires $\frac{3/31/2\omega}{I}$
AMEE ANDERSON Notary Public State of Washington My Appointment Expires Mar 31, 2021
ACKNOWLEDGMENT Individual
STATE OF WA COUNTY OF Clark
On this day personally appeared before me <u>Jennifer L. Perez-Nelson t</u> <u>Michael Nelsin</u> 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.
GIVEN under my hand and official seal this 11th day of Jan - 2019
Notary Public in and for the State of WA
residing at Boute Ground TESSA B LAMONT
My appointment expires 4/2/21 NOTARY PUBLIC #109091
STATE OF WASHINGTON
COMMISSION EXPIRES
A APRIL 29, 2021
Manufacturan