AFN #2019000194 Recorded Feb 11, 2019 08:37 AM DocType: SUBOR Filed by: Simplifile Page: 1 of 6 File Fee: \$104.00 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, 6th Floor Spokane, WA 99201

SUBORDINATION AGREEMENT

65248451-4831060

1. UMPQUA BANK referred to herein as "subordinator", is the owner and holder of a deed of trust dated May 10, 2016 which is recorded on May 16, 2016 in the amount of \$100,000.00 under auditor's file No 2016000916, records of Skamania County executed by Carol Joy Ryan and David Ryan. Ditech Financial LLC referred to herein as "lender" is the owner and holder of the deed of trust dated 1/30/2019 , in the principal amount of up to \$151,300.00 together with interest on such indebtedness according to the terms of the Note executed by Carol Joy Ryan under auditor's file No. 2019000188 , records of Skamania County (which is to be recorded concurrently herewith). Rd:2/7/2019 Ditech Financial LLC , 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: January 10, 2019

UMPQUA BANK

Carol Joy Ryan

David Ryan

Samantha L Poulos, Lending Production Specialist

Revision Date 2-1-2017 Page 2

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ACKNOWLEDGMENT – Corporate

STATE OF WASHINGTON COUNTY OF SPOKANE

On **January 10, 2019**, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared **Samantha L Poulos** 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 | e day and year first above written |
|--|---|
| (Minkson | - |
| Notary Public in and for the State of Washington, residing at Spokane Co. My appointment expires Dec 1, 202 | MARIKO MORGAN Notary Public State of Washington |
| My appointment expires | My Appaintment Expires Dec 1, 2020 |
| ACKNOWLEDGMENT – Individual | |
| STATE OF | |
| On this day personally appeared before me | , to me known |
| to be the individual(s) described in and who execut acknowledged that he/she signed the same as his uses and purposes therein mentioned. | ed the within and foregoing instrument, and |
| GIVEN under my hand and official seal this | day of, 20 |
| Notary Public in and for the State of residing at My appointment expires | |
| my appointment expires | <u> </u> |
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| | |

Revision Date 2-1-2017 Page 3

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Executed: January 10, 2019

UMPQUA BANK

Samantha L Poulos, Lending Production Specialist

Carol Joy Ryan

David Ryan

Revision Date 2-1-2017 Page 2

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Witness my hand and official seal hereto affixed the day and year first above written

| Minlion | - |
|--|--|
| Notary Public in and for the State of | MARIKO MORGAN |
| Washington, residing at Spokane Co. | Notary Public |
| My appointment expires <u>Dec 1, 2020</u> | State of Washington My Appointment Expires Dec 1, 2020 |
| ACKNOWLEDGMENT — Individual | |
| STATE OF OF ON COUNTY OF HOSE RECEIVED | |
| On this day personally appeared before me | to me known |
| to be the individual(s) described in and who executed the acknowledged that he/she signed the same as his/her uses and purposes therein mentioned. | e within and foregoing instrument, and |
| GIVEN under my hand and afficial seal this St da | now Leposary 50/a |
| Notary Public in and for the State of CR 2000 residing at 2000 CR | <u>_</u> . |
| My appointment expires 3/6/1902 | |
| | |

OFFICIAL STAMP

MARGARET LYNN GITTINS

NOTARY PUBLIC - OREGON

COMMISSION NO. 966111

MY COMMISSION EXPIRES SEPTEMBER 6, 2021

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EXHIBIT A - LEGAL DESCRIPTION

Tax Id Number(s): 03753632110000

Land situated in the City of STEVENSON in the County of Skamania in the State of WA

THE WESTERLY 25 FEET OF LOT 21, ALL OF LOT 22 AND THE EASTERLY 25 FEET OF LOT 23, HILLTOP MANOR, ACCORDING TO THE PLAT THEREOF, RECORDED IN BOOK "A" OF PLATS, PAGE 110, RECORDS OF SKAMANIA COUNTY, WASHINGTON.

Parcel ID: 03753632110000

Commonly known as: 250 NE WISTERIA WAY, STEVENSON, WA 98648

THE PROPERTY ADDRESS AND TAX PARCEL IDENTIFICATION NUMBER LISTED ARE PROVIDED SOLELY FOR INFORMATIONAL PURPOSES