Skamania County, WA Total: \$106.50 Pgs=4

SUBOR

2021-000798 03/08/2021 11:46 AM

COLUMBIA GORGE TITLE- SKAMANIA Request of:

eRecorded by: Simplifile

## 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

- 1. UMPQUA BANK referred to herein as "subordinator", is the owner and holder of a deed of trust dated May 01, 2019 which is recorded on May 20, 2019 in the amount of \$50,000.00 under auditor's file No 2019000767, records of Skamania County executed by Andrew B Taylor and Jennifer J Taylor. Parcel No. 03-75-36-2-3-0302-00 Full Legal Pg 4 Abb. Legal: Lot 5 Blk 3 2nd Add to Hillcrest Acre Tracts Bk A/ Pg 100 2. CrossCountry Mortgage, LLC referred to herein referred to herein as "lender" is the owner and holder of the deed of trust dated March 2, 2021 , in the principal amount of up to \$348,000.00 together with interest on such indebtedness according to the terms of the Note executed by Andrew B Taylor & Jennifer J.Taylonder auditor's file No. 2001000796, records of Skamania County (which is to be recorded concurrently herewith).
- 3. Andrew B Taylor & Jennifer J Taylor, Husband & Wife, 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 27, 2021

**UMPQUA BANK** 

JODY LAWTON , Retail Loan Support Services Manager J

Andrew B Taylor

Jennifer J Taylor

Revision Date 2-1-2017 Page 2

## **ACKNOWLEDGMENT - Corporate**

STATE OF WASHINGTON COUNTY OF SPOKANE

On January 27, 2021, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared JODY LAWTON known to me to be the Retail Loan Support Services Manager 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
1 - Notan Rubic
Notary Public in and for the State of
Washington, residing at Spokane Co.
My appointment expires 1002 DEMARI SCHUERCH Notary Public State of Washington Commission # 173363 My Comm. Expires Sep 6, 2022
A CIVALONAU ED CAMENIT. A 111 A 1
ACKNOWLEDGMENT – Individual
STATE OF Washington COUNTY OF Skamania
On this day personally appeared before me Andrew B Taylor, to me known
to be the individual(s) described in and who executed the within and foregoing instrument, and acknowledged that <b>he/she</b> signed the same as <b>his/her</b> free and voluntary act and deed, for the uses and purposes therein mentioned.
GIVEN under my hand and official seal this 3 day of March , 20_24
Notary Public in and for the State of WA residing at
TAN TAN TO TAN T
SALVE TO SELVE TO SEL
WASHING WASHING

## EXHIBIT "A"

Lot 5 Block 3, Second Addition to Hill Crest Acre Tracts, a subdivision on file with Skamania County, located in the Southwest Quarter of Section 35, Township 3 North, Range 7 ½ East, Willamette Meridian, County of Skamania, State of Washington.

TOGETHER WITH that portion as described in Deed recorded December 16, 2013 Skamania County Auditor Number 2013002726, being more particularly described as:

Beginning at the Southwest Corner of Lot 5, Block 3 Second Addition to Hill Crest Acre Tracts, thence North 01° 19' 05" East, along the West line of said Lot 5, a distance of 65.49 feet; thence South 06° 22' 45" West, 21.04 feet; thence South 04° 53' 02" West, 44.67 feet to a point on the South line of Lot 4, last said point bears North 89° 19' 33" West, 4.64 feet from the Southwest corner of said Lot 5, thence South 89° 19' 33" East, 4.64 feet, back to the Point of Beginning.

EXCEPTING THEREFROM that portion as described in Deed recorded December 16, 2013 Skamania County Auditor File Number 2013002727, being more particularly described as:

Beginning at the Northwest corner of Lot 5, Block 3 Second Addition to Hill Crest Acre Tracts, thence South 01° 19° 05" West, along the West line of said Lot 5, a distance of 44.29 feet; thence North 10° 47° 04" East 44.99 feet to a point on the North line of said Lot 5, last said point bears South 89° 19° 33" East, 7.40 feet from the Northwest corner of said Lot 5; thence North 89° 19° 33" West 7.40 feet, back to the Point of Beginning.