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

SUBOR

04/26/2021 08:02 AM SERVICELINK EAST ESCROW Request of:

2021-001426

eRecorded by: Simplifile

AFTER RECORDING, RETURN TO: "Grantee" OnPoint Community Credit Union Lending Services PO Box 3750 Portland, OR 97208

<u> 161</u>

RECORD CONCURRENT

## SUBORDINATION OF TRUST DEED AGREEMENT

THIS AGREEMENT, Made and entered into this 14th day of September, 2020 by and between OnPoint Community Credit Union, P.O. Box 3750, Portland, OR 97208 hereinafter called the first party, and Lakeview Loan Servicing LLC, ISAOA/ATIMA, hereinafter called the second party; whose address is 4425 Ponce Deleon Blvd, Miami, FL 33146

WITNESSETH:

On or about April 8th, 2020, Michael W. Ballenger and Kerri C. Ballenger, being the owner of the following described property whose address is 201 Robson Road, Washougal, WA 98671 in Skamania County, Washington, to-wit:

A tract of land located in a portion of the land in the Southeast Quarter of Section 30, Township 2 North, Range 10 East of the Willamette Meridian, in the County of Skamania, State of Washington, described as follows: Lot 1, of the Baldwin Short Plat, Recorded in Book 3 of Short Plats, Page 426, in Skamania County Records.

Executed and delivered to the first party a certain Trust Deed (herein called the first parties lien) on the property to secure the sum of \$15,000.00, which lien was recorded on April 13th, 2020, in the file records of Skamania County, Washington, in at page and/ or as fee/ file/ instrument/ microfilm/ Book/reel/volume No. reception No.2020-000823. Reference to the document so recorded or filed hereby is made. The first party has never sold or assigned first party's lien and at all times since the date thereof has been and now is the owner and holder thereof and the debt thereby secured.

The second party is about to loan the sum of \$354,389.00 to the present owner of the property, with interest thereon at a rate not exceeding 2.375% per annum. The loan is to be secured by the present owner's Trust Deed (hereinafter called the second parties lien) upon the property and is to be repaid not more than 22 years from its date.

To induce the second party to make the loan last mentioned, the first party heretofore has agreed and consented to subordinate first party's lien to the lien about to be taken by the second party as above set forth.

NOW, THEREFORE, for the value received, and for the purpose of inducing the second party to make the loan aforesaid, the first party, first parties personal representatives (or successors) and assigns, hereby covenants, consents and agrees to and with the second party, second parties personal representatives (or successors) and assigns, that the first party's lien on the property is and shall always be subject and subordinate to the lien about to be delivered to the second party, as aforesaid, and that second parties lien in all respects shall be first, prior and superior to that of the first party, provided always, however, that if second parties lien is not duly filed or recorded or an appropriate financing statement thereon duly filed within 30 days after the date hereof, this subordination agreement shall be null and void and of no force or effect.

It is expressly understood and agreed that nothing herein contained shall be construed to change, alter or impair the first parties lien, except as hereinabove expressly set forth.

In construing this subordination agreement, and where the context so requires, the singular includes the plural, and all grammatical changes shall be made so that this agreement shall apply equally to corporations and to individuals.

IN WITNESS WHEREOF, the undersigned has executed this agreement; if the undersigned is a corporation, it has caused its name to be signed and its seal, if any, affixed by an officer or other person duly authorized to do so by order of its board of directors.

Sean Segur, Collateral Underwriter

STATE OF OREGON,

County of Multnomah ss.

This instrument was acknowledged before me on September 14<sup>th</sup>, 2020.

By: Sean Segur

As: Collateral Underwriter

Of: OnPoint Community Credit Union

OFFICIAL STAMP
BARBARA CELIA ROSS
NOTARY PUBLIC-OREGON
COMMISSION NO. 999354
MY COMMISSION EXPIRES APRIL 19, 2024

Notary Public for Oregon



Order No.: 27341207

## LEGAL DESCRIPTION

## **EXHIBIT "A"**

The following described property:

A tract of land located in a portion of the land in the southeast Quarter of Section 30, Township 2 North, Range 10 East of the Willamette Meridian, in the County of Skamania, State of Washington, described as follows:

Lot 1, of the Baldwin Short Plat, recorded in Book 3 of Short Plats, Page 426, in Skamania County Records.

Abbreviated Legal: Lot 1 Baldwin SP, BK 3/PG 426, Skamania County, WA.

Assessor's Parcel No: 02053000180000