

Skamania County, WA

Total: \$105.50 Pgs=3

SUBOR

Request of: COLUMBIA GORGE TITLE- SKAMANIA

eRecorded by: Simplifile

2021-002207

06/22/2021 02:50 PM

AFTER RECORDING MAIL TO:

Name iQ Credit Union

Address 236 NE 4th Ave

City, State, Zip Camas, WA 98607

Filed for Record at Request of:
Bank of America

Account #XXX745-55

SUBORDINATION AGREEMENT

NOTICE: THIS SUBORDINATION AGREEMENT RESULTS IN YOUR SECURITY INTEREST IN THE PROPERTY BECOMING SUBJECT TO AND OF LOWER PRIORITY THAN THE LIEN OF SOME OTHER OR LATER SECURITY INSTRUMENT.

The undersigned subordinator and owner agrees as follows:

1. iQ Credit Union referred to herein as "subordinator," is the owner and holder of mortgage dated 6/3/19 which is recorded in volume _____ of Mortgages, page _____ under auditor's file No. 2019000892, records of Skamania County.
2. iQCU referred to herein as "lender," is the owner and holder of a mortgage dated 6/17/2021 executed by Cody B. DeVault, and Brittni R. DeVault, husband and wife (which is recorded in volume _____ of Mortgages, page _____ under auditor's file No. 2021-002203, records of Skamania county) (which is to be recorded concurrently herewith).
3. Brittni and Cody Devault referred to herein as "owner" is the owner of all the real property described in the mortgage 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 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 there under, 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" mortgage, note and agreements relating thereto, consents to and approves same, and recognizes that "lender" has had 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.
8. 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 conforming to undersigned.
New loan not exceed \$230,000.00
iQ Credit Union Home Equity Line of Credit \$50,000.00

Executed this 10th day of June, 2021.

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 EDUCUTION OF THIS SUBORDINATION AGREEMENT, THE PARTIES CONSULT WITH HIS/HER/THEIR ATTORNEYS WITH RESPECT THERETO.

Wendy Kopyscinski/Underwriter
By iQ Credit Union

By Wendy Kopyscinski

By _____

By _____

By _____

By _____

By _____

By _____

STATE OF Washington)
)-SS
COUNTY OF Clark)



I certify that I know or have satisfactory evidence that Wendy Kopyscinski
(is/are) the person(s) who appeared before me and said person(s) acknowledged that (he/she/they) signed this instrument, on oath stated that (he/she) was authorized to execute the instrument and acknowledged it as the Lending Relations Officer of iQ Credit Union to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: 6/10/21

Darla J Donehoo

Notary Public in and for the state of Washington

My appointment expires: 4-22-22

STATE OF _____)
)-SS
COUNTY OF _____)

I certify that I know or have satisfactory evidence that _____
(is/are) the person(s) who appeared before me and said person(s) acknowledged that (he/she/they) signed this instrument and acknowledged it to be (his/her/their) free and voluntary act for the uses and purposes mentioned in this instrument.

Dated: _____

Notary Public in and for the state of _____

My appointment expires: _____

EXHIBIT "A"

That portion of the Northwest Quarter of the Southwest Quarter of Section 18, Township 2 North, Range 5 East of the Willamette Meridian, in the County of Skamania, State of Washington, described as follows:

Commencing at a brass cap marking the Southwest corner of the Southwest Quarter of Section 18 as shown in a January 2002 Beseda Land Surveying Survey; thence South $89^{\circ} 16' 02''$ East, along the South line of said Southwest Quarter, 1,173.33 feet to a point 240.05 feet from the Southeast corner of the Southwest Quarter of the Southwest Quarter; thence North $00^{\circ} 35' 36''$ East parallel with the East line of the Southwest Quarter of of said Southwest Quarter, 1,320.96 feet to the South line of the Northwest Quarter of said Southwest Quarter and the Point of Beginning; thence North $25^{\circ} 11' 21''$ West, 486.48 feet to a point on a 500 foot radius curve to the right on the centerline of Skamania Mines Road said point being hereinafter referred to as Point 'A'; thence from a tangent bearing of North $60^{\circ} 49' 21''$ East along said centerline curve through a central angle of $18^{\circ} 54' 27''$, an arc distance of 165.00 feet to a point of tangency; thence North $79^{\circ} 43' 48''$ East along said centerline, 145.00 feet to a point of curvature of a 500 foot radius curve to the left; thence along said centerline curve through a central angle of $18^{\circ} 54' 27''$, an arc distance of 172.89 feet to a point on the East line of the Northwest Quarter of said Southwest Quarter; thence South $00^{\circ} 35' 36''$ West along said East line to the Southwest $1/16$ corner; thence North $89^{\circ} 22' 23''$ West, along the South line of said Northwest Quarter 240.05 feet to the Point of Beginning.

EXCEPT County Roads.

Unofficial Copy