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BOOK 148 PAGE 851

FILED FOR RECORD
SKAMANIA CO. WASH
BY SKAMANIA CO. TITLE

SEP 8 10 47 AM '97

P. Lowry
AUDITOR
GARY M. OLSON

Sect 2/062

REAL PROPERTY SUBORDINATION AGREEMENT

GRANTOR(S): EDWARD M. LAMOTTE
KATHY M. LAMOTTE

GRANTEE ("Lender"): PNC MORTGAGE CORP.
333 EAST BUTTERFIELD ROAD
LOMBARD, IL 60148

LEGAL DESCRIPTION: lot 2, BOOK 3, PG. 10, SKAMANIA COUNTY
Sect 20, T3N, R10E

ASSESSOR'S TAX PARCEL OR ACCOUNT NUMBER: 03 10 20 1 4 0210 00

REFERENCE NUMBER OF DEED OF TRUST/MORTGAGE:

CREDITOR: KEYBANK NATIONAL ASSOCIATION

BORROWER
EDWARD M. LAMOTTE
KATHY M. LAMOTTE

ADDRESS
P.O. BOX 126, UNDERWOOD, WA 98651

For valuable consideration, the receipt and sufficiency of which is acknowledged, Creditor and
PNC MORTGAGE CORP.,

debts and security interests and agree as follows:

("Lender") resolve the priority of their

1. **CREDITOR'S SECURITY INTEREST.** Creditor owns and holds a Note(s) in the amount of \$ 27,700.00
and related Mortgage or Deed of Trust which was recorded in Book 148 at Page 28
on JANUARY 26, 1995 (Filing Date) in the Auditor's Office for SKAMANIA County,
Washington encumbering the following described real property, all present and future improvements and fixtures located herein
(the "Property"):

A TRACT OF LAND IN THE EAST HALF OF THE SOUTHEAST QUARTER OF SECTION 20,
TOWNSHIP 3 NORTH, RANGE 10 EAST OF THE WILLAMETTE MERIDIAN, IN THE COUNTY OF
SKAMANIA, STATE OF WASHINGTON, DESCRIBED AS FOLLOWS: LOT 2 OF THE SHORT
PLAT RECORDED IN BOOK 3 OF SHORT PLATS, PAGE 10, SKAMANIA COUNTY RECORDS.

Sent _____
Indexed, Ltr _____
Indirect _____
Filed _____
Mailed _____

2. **LENDER'S SECURITY INTEREST AND CONDITION PRECEDENT.** Borrower has requested a \$ 140,000.00
loan from Lender to be secured by a Mortgage or Deed of Trust on the Property from Grantor in favor of Lender. Lender is only
willing to make the loan on condition that Creditor's security interest described in paragraph 1 be subordinated to the Mortgage or
Deed of Trust to be executed in favor of Lender.

3. **SUBORDINATION OF CREDITOR'S SECURITY INTEREST.** Creditor agrees that its security interest and all of Creditor's rights thereunder shall at all times be inferior and subordinate to the Lender's security interest and Lender's rights in the Property, including any extensions, renewals, or modifications, up to a maximum of \$ 27,700.00, plus interest.
4. **PRIORITY OF SECURITY INTERESTS.** The priority of the security interests belonging to Creditor and Lender in the Property will be governed by this Agreement and not by the time or order in which the security interests were created or perfected, by recording in the appropriate Auditor's office, or otherwise.
5. **WAIVER OF LIMITATIONS.** Creditor waives any obligation of Lender to provide Creditor with notice of any or all amendments, extensions or renewals of the loan, additional advances or loans, notice of default, notice of acceleration of debt, notice of demand for payment or notice of repossession and the right of Creditor to require Lender to marshal any collateral. In addition, Lender may take or refrain from taking any action (including, but not limited to, making additional advances or loans) with respect to Borrower, any guarantor, or any collateral without notice to or the consent of Creditor and without affecting any of Lender's rights under this Agreement.
6. **DOCUMENTATION AND NON-INTERFERENCE.** Creditor will not prevent, hinder or delay Lender from enforcing its security interest. Creditor will execute and deliver to Lender such additional documents or other instruments as the Lender may deem necessary to carry out this Agreement.
7. **TERMINATION.** This Agreement will remain in full force and effect now and forever, despite the commencement of any federal or state bankruptcy, insolvency, receivership, liquidation or reorganization proceeding.
8. **EFFECT ON BORROWER AND THIRD PARTIES.** This Agreement will not affect the enforceability and priority of Creditor's and Lender's security interests in the Property and rights against the Borrower, Grantor, or any third party except as set forth herein.
9. **REPRESENTATIONS AND WARRANTIES.** Creditor represents and warrants to Lender that:
 - a. Creditor has not assigned any of its rights or interest in the Property prior to the execution of this Agreement. Creditor shall not assign or transfer to others any claim that Creditor has or may have in the Property while any indebtedness of Borrower to Lender remains unpaid without the express written consent of the Lender;
 - b. Creditor has obtained all consents and approvals needed to execute and perform its obligations under this Agreement;
 - c. Creditor's execution and performance of its obligations under this Agreement will not violate any court order, administrative order or ruling, or agreement binding upon Creditor in any manner; and
 - d. Creditor has conducted an independent investigation of Borrower's business affairs and was not induced to lend money or extend other financial accommodations to Borrower or execute this Agreement by any oral or written representation by Lender.
10. **ASSIGNMENT.** Lender shall be entitled to assign its security interest and its rights and remedies described in this Agreement without notice to Creditor.
11. **SUCCESSORS AND ASSIGNS.** This Agreement shall be binding upon and inure to the benefit of Creditor and Lender and their respective successors, assigns, trustees, receivers, administrators, personal representatives, legatees, and devisees.
12. **SEVERABILITY.** If any provision of this Agreement violates the law or is unenforceable, the rest of the Agreement shall remain valid.
13. **NOTICE.** Any notice or other communication to be provided under this Agreement shall be in writing and sent to the parties at the addresses described in this Agreement or such other address as the parties may designate in writing from time to time.
14. **APPLICABLE LAW.** This Agreement shall be governed by the laws of the state in which the property is located. Creditor consents to the jurisdiction of any court located in the state in which the property is located in the event of any legal proceeding under this Agreement.
15. **ATTORNEYS' FEES.** Lender will be entitled to collect its reasonable attorneys' fees, legal expenses, and other costs in the event of any litigation pertaining to this Agreement.
16. **JOINT AND SEVERAL.** If there is more than one Creditor, their obligations shall be joint and several under this Agreement. Wherever the context requires, the singular form of any word shall include the plural.
17. **INTEGRATION.** This Agreement and any related documents represent the complete and integrated understanding between Creditor and Lender pertaining to the terms and conditions of this Agreement.
18. **WAIVER OF JURY TRIAL.** LENDER AND CREDITOR KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVE THE RIGHT EITHER MAY HAVE TO A TRIAL BY JURY IN RESPECT TO ANY LITIGATION BASED ON, OR ARISING OUT OF, UNDER OR IN CONJUNCTION WITH THIS AGREEMENT AND ANY OTHER AGREEMENT CONTEMPLATED TO BE EXECUTED IN CONJUNCTION HERewith, OR ANY COURSE OF CONDUCT, COURSE OF DEALING, STATEMENTS (WHETHER VERBAL OR WRITTEN) OR ACTIONS OF EITHER PARTY.
19. **ADDITIONAL TERMS.**

Creditor acknowledges that Creditor has read, understands, and agrees to the terms and conditions of this Agreement

DATED: 8/15/97

CREDITOR Key Bank N.A.

By L. David O. Halstead

CREDITOR:

CREDITOR:

LENDER:

State of Washington

County of _____

I certify that I know or have satisfactory evidence that _____

is the person who appeared before me, and said person acknowledged that he/she signed this instrument and acknowledged it to be his/her free and voluntary act for the uses and purposes mentioned in the instrument

Dated: _____

Notary Public (Print Name): _____

Title _____

My Appointment Expires: _____

State of Washington **IDAHO**

County of **ADA**

I certify that I know or have satisfactory evidence that **DONALD A. DOLECTER**

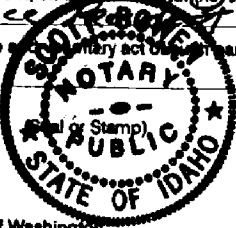
is the person who appeared before me, and said person acknowledged that he/she signed this instrument, on oath stated that (he/she) was authorized to execute this instrument and acknowledged it as the **Vice President** of **Key Bank NA** to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: **8/15/97**

Notary Public (Print Name): **Scott Brown**

Title _____

My Appointment Expires: **11/14/00**



State of Washington

County of _____

I certify that I know or have satisfactory evidence that _____

is the person who appeared before me, and said person acknowledged that he/she signed this instrument, on oath stated that (he/she) was authorized to execute this instrument and acknowledged it as the _____ to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: _____

Notary Public (Print Name): _____

Title _____

My Appointment Expires: _____

(Seal or Stamp)