

133797

BOOK 184 PAGE 930

KeyBank National Association  
P O Box 16430  
Boise, ID 83715

SKAMANIA COUNTY

Dec 23 4 07 PM '98

ANUSER

CERTIFIED COPY

SKR 22305

MORTGAGE SUBORDINATION AGREEMENT  KeyBank

"Lender": AMERIQUEST MORTGAGE  
1499 SE TECH CENTER PL # 200  
VANCOUVER, WA 98683

"Bank": KEY BANK NATIONAL ASSOCIATION, Branch/Dept.: Western Consumer Lending Center  
600 N. Steelhead Way, Suite 110  
Boise, ID 83704

"Borrower": Tracy A. Throw & Phillip E. Throw  
Account Number 4731008690532

AS OF December 21, 1998 and in consideration for Lender extending credit to Borrower, Bank executes this Subordination Agreement for the benefit of Lender.

"Bank's Mortgage" means that certain Deed of Trust (or mortgage) executed by Borrower for benefit of Bank (or its predecessor in interest, as applicable), dated 12-17-1998 and recorded in SKAMANIA County, State of WASHINGTON on 12-23-98 under Recording No. 133798

"Lender's Mortgage" means that certain Deed of Trust (or mortgage) executed by Borrower for benefit of Lender (or its predecessor in interest, as applicable), dated 12-17-98 and recorded in SKAMANIA County, WASHINGTON on 12-23-98 under Recording No. 133796

1. Bank hereby subordinates Bank's Mortgage and security interests thereunder, to Lender's Mortgage and security interest thereunder, but only to the extent of \$116,000.00 in principal, plus accrued interest thereon and costs of collection thereof, and any other costs or charges permitted under Lender's Mortgage, with the same force and effect as if Lender's Mortgage had been executed, delivered and recorded prior to the execution, delivery and recording of Bank's Mortgage. The dollar limit set forth above shall not prevent Lender from disbursing principal amounts in excess of that limit, but any amounts due under Lender's Mortgage in excess of such dollar limit are not subordinated hereunder. Bank understands that Lender would not extend credit to Borrower absent this Subordination Agreement, and that execution of this instrument is a material inducement to Lender to extend such credit. Bank agrees that Lender has no obligation to Bank to advance any funds, or see to the application of any funds advanced under Lender's Mortgage.

2. The subordinations and priorities specified herein are expressly conditioned on Lender's lien and security interest under Lender's Mortgage being perfected, unavoidable and not subordinated to any third party (except permitted exceptions, if any, described in Lender's Mortgage), and if Lender's lien and security interests are unperfected, avoidable or subordinated for any reason, then the subordinations and relative priorities set forth herein will not be effective.

3. This Instrument constitutes the entire agreement between Bank and Lender with regard to this subordination. No claimed modification or waiver of this Agreement or any provision thereof will be effective unless in writing and signed by the person against whom it is asserted. This Agreement is solely for the benefit of Lender and its successors and assigns.

IN WITNESS WHEREOF, an authorized representative of Bank has signed this instrument.

KEY BANK NATIONAL ASSOCIATION

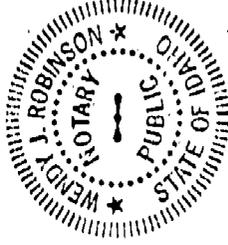
By: Randall F. Neiwert  
Name: Randall F. Neiwert  
Title: Loan Officer

STATE OF IDAHO  
COUNTY OF ADA

I certify that I have or have satisfactory evidence that Randall F. Neiwert is the person who appeared before me, and I said person acknowledged that he/she signed this instrument, 2) on oath stated that he/she was authorized to execute the instrument, 3) corporation for the uses and purposes mentioned in the instrument.

Dated: December 21, 1998

Wendy J. Robinson  
NOTARY PUBLIC in and for the State of Idaho  
residing at Key Bank  
My appointment expires: 12/31/2000



Initialed  
Indexed  
Filed  
Village

11

133797

BOOK 184 PAGE 930

KeyBank National Association  
P O Box 16430  
Boise, ID 83715

FILED  
BY SKAMANIA CO. TITLE  
DEC 23 4 07 PM '98  
Amoser  
GARY E. OLSON

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KEY BANK NATIONAL ASSOCIATION

By: Randall F. Neiwert  
Name: Randall F. Neiwert  
Title: Loan Officer

Supervised  
Indexed, 1/4  
Serialized  
Filed  
Noted

STATE OF IDAHO  
COUNTY OF ADA

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Dated: December 21, 1998

Wendy J. Robinson  
NOTARY PUBLIC in and for the State of Idaho  
residing at KeyBank  
My appointment expires: 12/2000

