

134123

BOOK 186 PAGE 62

KeyBank National Association
P O Box 16430
Boise, ID 83715

SKAMANIA CO, IDAHO

FEB 1 2 45 PM '99

Olson

GARY T. OLSON

572 2283

MORTGAGE SUBORDINATION AGREEMENT  **KeyBank**

"Lender": **STERLING SAVINGS**
N 111 WALL
SPOKANE, WA 99201

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

"Borrower": **DAVID FISK AND LORI FISK, HUSBAND AND WIFE**
Account Number **96473100533108**

AS OF January 15, 1999 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 11/07/97 and recorded in SKAMANIA County, State of WASHINGTON on 11/19/97 under Recording No. 129815.

"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 JAN 22, 1999, and recorded in SKAMANIA County, WASHINGTON on Feb 1, 1999, under Recording No. 134123.

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 \$82,000.00 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 recordation 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 here under. 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: *Sherri L. Ledbetter*
Name: Sherri L. Ledbetter
Title: Authorized Signer
STATE OF IDAHO
COUNTY OF ADA

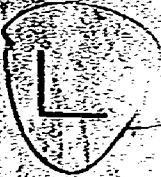
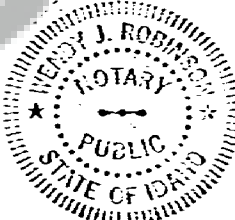
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I certify that I know or have satisfactory evidence that Sherri L. Ledbetter is the person who appeared before me, and 1) said person acknowledged that he/she signed this instrument, 2) on oath stated that he/she was authorized to execute the instrument, 3) acknowledged he/she is the Authorized Signer of KEY BANK NATIONAL ASSOCIATION, and 4) the signing is free and voluntary act of such corporation for the uses and purposes mentioned in the instrument.

Dated January 15, 1999

Wendy J. Robinson
NOTARY PUBLIC in and for the State of Idaho

residing at *Key Bank of ID*
My appointment expires: *9/2000*



8

BOOK 186 PAGE 63

KeyBank National Association
P O Box 16430
Boise, ID 83715

After recording, please return to address shown above.

**MODIFICATION OF KEY EQUITY OPTIONS KEY EQUITY OPTIONS AGREEMENT
AND DISCLOSURE STATEMENT AND KEY EQUITY OPTIONS DEED OF TRUST.**

ACCOUNT NUMBER: 96473100533108

In reference to a Key Equity Options Agreement and Disclosure statement and Key Equity Options Deed of Trust dated 11/07/97, in the amount of \$60,000.00 executed by DAVID L. FISK and LORIA A. FISK as Borrower(s)/Grantor(s) and KeyBank, National Association as Lender, and recorded as Instrument Number 129815, filing date 11/19/97 in the records of the Recorder of SKAMANIA County, State of WASHINGTON, it is hereby mutually agreed as follows:

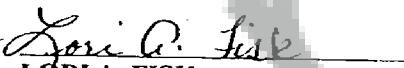
The terms of the Key Equity Options Agreement and Disclosure statement and Key Equity Options Deed of Trust are hereby amended as follows:

The line has been modified \$20,000.00. This is a Decrease from \$60,000.00 to \$40,000.00.

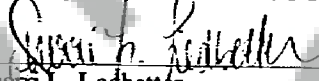
All other terms and conditions remain the same.

Dated: January 15, 1999


DAVID L. FISK
Borrower(s)/Grantor(s)


LORIA A. FISK
Borrower(s)/Grantor(s)

KEYBANK, NATIONAL ASSOCIATION

By: 
Sherril L. Ledbetter

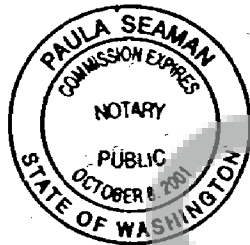
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INDIVIDUAL NOTARY
State of WASHINGTON
County of Snohomish

On this 27th day of Jun., 1999,
before me, the undersigned, a Notary Public
in and for said State, personally appeared
DAVID L. FISK and LORIA A. FISK known
to me, or identified to me to be the person(s)
whose name(s) are subscribed to the within
and foregoing instrument, and acknowledged
to me that they executed the same.

IN WITNESS WHEREOF, I have hereunto
set my hand and affixed my official seal the
day and year in this certificate first above
written.

Paula Seaman
Notary Public for WASHINGTON
Residing at Skrvenson
My commission expires: 10-8-2001

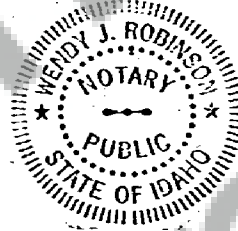


CORPORATE NOTARY
State of IDAHO
County of Ada

On this 15 day of Jun 1999
before me, the undersigned, a Notary Public
in and for said State, personally appeared
Sherri L. Ledbetter known to me to be the
Authorized Signer of KeyBank National
Association, the corporation that executed
this instrument on behalf of said corporation,
and acknowledged to me that such
corporation executed the same.

IN WITNESS WHEREOF, I have hereunto
set my hand and affixed my official seal the
day and year in this certificate first above
written

Wendy J. Robinson
Notary Public for IDAHO
Residing at Key Bank of Id
My Commission expires 9/2000



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1