

150173

BOOK 249 PAGE 878

SKAMANIA CO. REC.

U. Germann

Account # 3000148673

## REAL PROPERTY SUBORDINATION AGREEMENT

DATED: August 13, 2003 SCTC 25976	
GRANTEE OR	GRANTOR EE
KATHY BROUGHTON JOHN BROUGHTON	US Bank NA fka FIRSTAR BANK, NA
ADDRESS	ADDRESS
191 NE TARI LANE STEVENSON, WA 98648	1850 Osborn Avenue Oshkosh, WI 54902
TELEPHONE NO.	IDENTIFICATION NO.
CREDITOR: US Bank NA fka FIRSTAR BANK, NA	LENDER: US BANK, NA

For valuable consideration, the receipt and sufficiency of which is acknowledged, Creditor and Lender indicated above resolve the priority of their debts and securities interests and agree as follows:

1. CREDITOR'S SECURITY INTEREST. Creditor owns and holds a Note and related Mortgage, which Mortgage was recorded in Book 242 at Page 99 Filing Date MAY6, 2003 Document No. 148647 in the office of the Recorder of SKAMANIA County, WA encumbering the following described property, all present and future improvements and fixtures located herein (the "Property"):

LOT 6 OF THE SKAALHEIM TRACT, ACCORDING TO THE RECORD PLAT THEREOF,  
RECORDED IN BOOK 'A' OF PLATS, PAGE 143, IN THE COUNTY OF SKAMANIA, STATE OF  
WASHINGTON.

Address of Real Property:  
191 NE TARI LANE  
STEVENSON, WA 98648  
Permanent Index Number(s):  
03753623190200

2. **LENDER'S SECURITY INTEREST AND CONDITION PRECEDENT.** Borrower has requested a \$114,000 loan from Lender to be secured by a Mortgage 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 to be executed in favor of Lender.

New Deed of Trust recorded on 9-9-03 book # 249 page  
# 843 document # 150172

Lender's security interest will also secure, without limitation, such additional sums as Lender may advance under the provisions as to future advances, additional sums for the purpose of curing any of curing any of Borrower's defaults, interest on principal, and attorney's fees and costs incurred by Lender in any proceedings arising out of or in connection with Lender's security interest, including proceedings to enforce or foreclose it.

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 and Lender's rights in the Property.

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.

5. **WAIVER OF LIMITATIONS.** Creditor waives any obligation of Lender to provide Creditor with notice of 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.

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

DATED: August 13, 2003  
CREDITOR:

CREDITOR: US Bank, N.A. fka Firststar Bank  
NA

BY:

BY:

Desiree Lyons

TITLE:  
LENDER:  
BY:  
TITLE:  
State of

TITLE: Assistant Vice President

LENDER:  
BY:

TITLE:  
State of Wisconsin

)  
SS.

)  
SS

County  
of

County Winnebago  
of

I, a notary public in the for said County, in the State  
aforesaid, DO HEREBY CERTIFY that personally known  
to me to be the same person whose name is subscribed to the  
foregoing instrument, appeared before me this day in person  
and acknowledged that signed, sealed and delivered the said  
instrument as free and voluntary act, for the uses and  
purposes herein set forth.

The foregoing instrument was acknowledged before  
me this 13 day of August 2003 by Desiree Lyons  
as Assistant Vice President  
on behalf of the corporation.

Given under my hand and official seal, this  
August 13, 2003

Given under my hand and official seal, this 13 day  
of August 2003

Notary Public  
Commission Expires:

Elizabeth M Cunningham, Notary Public  
Commission Expires: 4/23/06

This instrument was prepared by: Amanda Bruss

After recording return to Lender.

