

Doc # 2004152974
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Date: 05/14/2004 02:45P
Filed by: SKAMANIA COUNTY TITLE
Filed & Recorded in Official Records
of SKAMANIA COUNTY
J. MICHAEL GARVISON
AUDITOR
Fee: \$21.00

Riverview Community Bank
900 Washington Street, Suite 100
Vancouver, WA 98660
Attn: Teresa Nagel

SUBORDINATION AGREEMENT

30TC 26633

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 agree as follows:

1. State of Washington Pollution Liability Insurance Agency, referred to herein as "Subordinator," is the owner and holder of a mortgage dated April 20, 1993, which is recorded under Auditor's File No. 116189, Book 135, Page 157, records of Skamania County, Washington.

2. RIVERVIEW COMMUNITY BANK referred to herein as "Lender," is the owner and holder of a mortgage dated ~~April 20, 2004~~ *MAY 12, 2004, executed by Owner which mortgage is to be recorded concurrently herewith. Lender is authorized to insert the date and the Auditor's File number of this mortgage upon its recordation. The Auditor's File number for Lender's mortgage is 200452913.

3. Riverside Grocery & Cafe, Inc., 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 thereunder or secured thereby, including any modification, 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 the same, and further recognizes that Lender has no obligation to Subordinator to either advance any funds to Owner under or secured by its mortgage, or to see to the application of such funds for any particular purpose. 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. Subordinator waives any and all claims or loss (or rights to any notice or approval), arising out of or relating to any and all changes, extensions, or renewals of the mortgage or any promissory note/agreement which the mortgage may secure, or the release of any guarantor, co-maker or collateral.

6. It is understood by the parties hereto that Lender would not make the loan secured by the mortgage in paragraph 2 above 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 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 "mortgages" appears herein, it shall be considered as including "deed of trust" or "Trust Deed," and gender and number of pronouns considered to conform to undersigned.

Executed this 5TH day of April, 2004.

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 EXECUTION OF THE SUBORDINATION AGREEMENT, THE PARTIES CONSULT WITH THEIR ATTORNEYS WITH RESPECT THERETO.

"SUBORDINATOR"

State of Washington Pollution Liability Insurance Agency

By: Roger Dovel
Roger Dovel
Title: Director
Director

"OWNER"

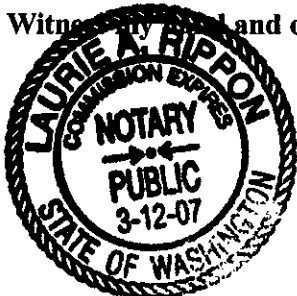
Riverside Grocery & Café, Inc.

By: Theodore R. Fuller
Theodore R. Fuller, Director

By: Charrol A. Fuller
Charrol A. Fuller, Treasurer

County of Thurston

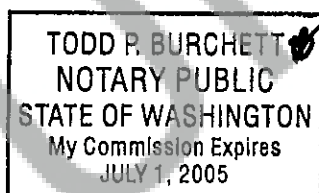
Witness my hand and official seal hereto affixed the day and year first above written.



STATE OF WASHINGTON}

County of Clark

Witness my hand and official seal hereto affixed the day and year first above written.



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