

PINNACLE CAPITAL MORTGAGE CORP
1620 E ROSEVILLE PARKWAY
SUITE 248
ROSEVILLE CA 95661



201101050050
Skagit County Auditor

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LAND TITLE OF SKAGIT COUNTY

137148-5 P 78667

e-WA 16473

WA 28528

SUBORDINATION AGREEMENT

THIS AGREEMENT made this 5th day of November, 2010, in favor of PINNACLE CAPITAL MORTGAGE CORPORATION it's successors and/or assigns, with an office at 1620 E ROSEVILLE PKWY, STE 248, ROSEVILLE, CA 95661 ("Lender") by KeyBank National Association, having a place of business at 4910 Tiedeman Road, Ste B, Cleveland, Ohio 44144. ("Subordinate Lender")

WITNESSETH:

WHEREAS, Subordinate Lender is the owner and holder of the following Mortgage/Deed of Trust covering the property located at 904 MARIE PLACE, SEDRO WOOLLEY, WA 98284 and as more fully described therein ("Mortgaged Property"), and of the note or bond which said Mortgage/Deed of Trust secures ("Subordinate Lender Note"):

- a) Mortgage/Deed of Trust dated May 20, 2008, made by: JEANETTE M COCKRILL to KeyBank National Association to secure the sum of \$17,000.00 recorded on Real Property in the SKAGIT County Recorder/Clerk's Office in WA Book/Liber 200806060091 Page N/A. ("Subordinate Lender Mortgage").

WHEREAS, on condition that the Subordinate Lender Mortgage/Deed of Trust be subordinated in the manner hereinafter appearing, Lender has or is about to accept a mortgage covering the Mortgaged Property, made by JEANETTE COCKRILL ("Borrower") to Lender to secure an amount not to exceed (\$164,000.00) and interest, said mortgage being hereinafter collectively referred to as the "Lender Mortgage".

NOW, THEREFORE, in consideration of One Dollar (1.00) and other good and valuable consideration and to induce Lender to accept the Lender Mortgage the receipt and sufficiency of said consideration being hereby acknowledged, Subordinate Lender does hereby covenant, consent and agree with Lender as follows:

The Subordinate Lender Mortgage/Deed of Trust shall be and is hereby made subject and subordinate in lien to the lien of the Lender Mortgage in the principal amount not to exceed \$164,000.00 and interest together with any and all advances heretofore or hereinafter made and pursuant to the Lender Mortgage and together with any and all renewals or extensions of the Lender Mortgage or the note secured thereby, ("Lender Note").

Recorded under Auditor File No. 201012300058

THIS AGREEMENT may not be changed or terminated orally and shall be binding upon and inure to the benefit of the respective heirs, legal representatives, successors and assigns, of the parties hereto.

Modification of Home Equity Agreement and Mortgage/Deed of Trust Modification Agreement

Account No. 102800959070

This Modification of Home Equity Agreement and Mortgage/Deed of Trust dated NOVEMBER 5, 2010 is executed and delivered by the customer(s) signing below ("you") to Key Bank National Association ("Bank").

This Modification is to the Home Equity Agreement ("Agreement") you gave Bank dated 05/20/08, in the principal amount of \$17,000.00 ("Original Credit Line"). The Agreement is secured by a Mortgage/Deed of Trust dated 05/20/08, recorded in Book/Liber 200806060091, Page N/A in the records of the Recorder of SKAGIT County, WA ("Security Instrument"), which Security Instrument was originally given as security for the Original Credit Line.

The Agreement is modified to decrease the Original Credit Line to a principal line amount of \$8,000.00. The parties agree that the decrease is to both (i) the principal sum of the indebtedness secured by the Security Instrument and (ii) the maximum amount of obligatory loan advances provided for in the Agreement. All other terms and conditions of the Agreement will remain in full force and effect and shall apply to the additional principal amount, if applicable.

This Modification does not constitute a waiver or novation of the Agreement, Security Instrument or their terms and shall not adversely affect the validity or lien priority of the Mortgage/Deed of Trust or any other mortgage or other instrument executed and delivered as security for the indebtedness now evidenced by this Modification, which mortgage liens and/or security interests are hereby agreed to be continued in full force and effect.

Signed and acknowledged in the presence of: Irene B. Reynolds

X Jeanette M. Cockrill
JEANETTE M. COCKRILL

X _____

(Witness Signature)

(Witness Signature)

* KeyBank National Association acknowledges Modification to decrease line to \$8,000.00.

X Michael J. Quest, Assistant Vice President

This instrument was prepared by: KeyBank National Association

State of Washington,
County of SKAGIT, SS:

On the 9th day of Nov., 2010, before me, the undersigned, personally appeared JEANETTE M. COCKRILL, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to within instrument and acknowledged to me that she execute the same in her capacity and that by her signature on the instrument, the individual or the person upon behalf of which the individual acted executed the instrument, as her free + voluntary act + deed.

Irene B. Reynolds
Notary Public in + for the
St. of WA, residing
in Bellingham

Notary Public
State of Washington
IRENE B. REYNOLDS
My appointment expires
April 7, 2012

201101050050
Skagit County Auditor

UNRECORDED

Modification of Home Equity Agreement and Mortgage/Deed of Trust Modification Agreement

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Signed and acknowledged in the presence of: _____

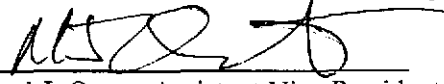
X _____
JEANETTE M. COCKRILL

X _____

(Witness Signature)

(Witness Signature)

* KeyBank National Association acknowledges Modification to decrease line to \$8,000.00.

X 
Michael J. Quest, Assistant Vice President

This instrument was prepared by: KeyBank National Association

State of Washington,
County of SKAGIT, SS:

On the ____ day of _____, _____, before me, the undersigned, personally appeared JEANETTE M. COCKRILL, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to within instrument and acknowledged to me that she execute the same in her capacity and that by her signature on the instrument, the individual or the person upon behalf of which the individual acted executed the instrument.

Notary Public



201101050050
Skagit County Auditor

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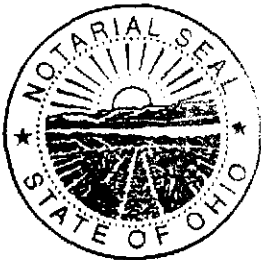
CORPORATE ACKNOWLEDGMENT

STATE OF OHIO)
COUNTY OF STARK)

Before me, a Notary Public in and for the said County and State, personally appeared

Michael J. Quest, Assistant Vice President of **KEYBANK NATIONAL ASSOCIATION**, the corporation which executed the foregoing instrument who acknowledged that they did sign the foregoing instrument for and on behalf of said corporation, being thereunto duly authorized, and that the same is the free act and deed individually and as such officers and free act of deed of said corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal at Canton, Ohio, this the 5th day of November, 2010.



DIANE M. MARTINEAU
Notary Public, State of Ohio
My Commission Expires
April 16, 2011

Diane M. Martineau
Notary Public

My commission expires: 4/16/2011

THIS INSTRUMENT PREPARED BY: **KEYBANK NATIONAL ASSOCIATION**



201101050050
Skagit County Auditor