

505938

NO. _____
AT THE REQUEST OF
LATAH COUNTY TITLE CO
DATE & HOUR: 06.19.06 3:44pm
SUSAN PETERSEN
LATAH COUNTY RECORDER
FEE \$ 21.00 BY C. Sahas
Deputy

Recording Requested By
And When Recorded Mail To:
Bank of America, N.A.
Loan Administration
1755 Grant Street, First Floor
Mail Code # CA4-703-01-29
Concord, CA 94520

AMENDMENT TO SUBORDINATION AGREEMENT

This Amendment amends the Subordination Agreement (Subordination of AHP Loan to Construction Loan) ("Subordination Agreement"), made and entered into as of December 6, 2004, by and among CREEKSIDE PROPERTIES, L.P., an Idaho limited partnership ("Borrower"), BANK OF AMERICA, N.A., a national banking association ("Lender"), and BANK OF AMERICA, N.A., a national banking association ("AHP Lender"), which Subordination Agreement was recorded on December 13, 2004, under recording number 492522, records of Latah County, Idaho.

The Subordination Agreement is hereby amended to provide that the "Deed of Trust" referred to therein, to which AHP Lender's rights are subordinated, shall be the Multifamily Deed of Trust, Assignment of Rents, Security Agreement and Fixture Filing dated as of June 15, 2006, recorded on June 19, 2006 under recording number 505936, records of Latah County, Idaho, securing among other things all obligations of Borrower under the Promissory Note dated June 15, 2006, made by Borrower to the order of Lender, in the original principal amount of \$1,555,000.00. Said Deed of Trust covers the same real property as the real property secured by the deed of trust originally referred to in the Subordination Agreement.

Except as specifically amended by this Amendment, all terms and conditions of the Subordination Agreement shall remain in full force and effect.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the parties hereto have each caused this Amendment to be executed
as of June 15, 2006.

AHP Lender:

BANK OF AMERICA, N.A.

By: _____

Karen Roche, Vice President

Lender:

BANK OF AMERICA, N.A.

By: _____

Karen Roche, Vice President

Borrower:CREEKSIDE PROPERTIES, L.P., an Idaho
limited partnershipBy: Creek Assoc., L.L.C., an Idaho limited
liability company, its General PartnerBy: Whitewater Creek, Inc., an Idaho
corporation, its Manager

By: _____

Maryann Prescott, its President

STATE OF _____)
) ss.
County of _____)

On this ____ day of _____, 2006, before me, _____, a
Notary Public in and for said State, personally appeared Maryann Prescott, known or
identified to me to be the President of Whitewater Creek, Inc., an Idaho corporation, such
corporation being the Manager of Creek Assoc., L.L.C., an Idaho limited liability company,
and such limited liability company being the General Partner in the partnership of
CREEKSIDE PROPERTIES, L.P., an Idaho limited partnership, and the partner or one of the
partners who subscribed said partnership name to the foregoing instrument, and acknowledged
to me that she executed the within instrument on behalf of said corporation as Manager of said
limited liability company, and that such limited liability company executed the same in said
partnership name.

IN WITNESS WHEREOF, the parties hereto have each caused this Amendment to be executed
as of June 15, 2006

AHP Lender:

BANK OF AMERICA, N.A.

By: _____
Karen Roche, Vice President

Lender:

BANK OF AMERICA, N.A.

By: _____
Karen Roche, Vice President

Borrower:

CREEKSIDE PROPERTIES, L.P., an Idaho
limited partnership

By: Creek Assoc., L.L.C., an Idaho limited
liability company, its General Partner

By: Whitewater Creek, Inc., an Idaho
corporation, its Manager

By: _____
Maryann Prescott, its President

STATE OF Idaho)
County of Kootenai) ss.

On this 12 day of June, 2006, before me, Phyllis J. Hoagland, a Notary Public in and for said State, personally appeared Maryann Prescott, known or identified to me to be the President of Whitewater Creek, Inc., an Idaho corporation, such corporation being the Manager of Creek Assoc., L.L.C., an Idaho limited liability company, and such limited liability company being the General Partner in the partnership of CREEKSIDE PROPERTIES, L.P., an Idaho limited partnership, and the partner or one of the partners who subscribed said partnership name to the foregoing instrument, and acknowledged to me that she executed the within instrument on behalf of said corporation as Manager of said limited liability company, and that such limited liability company executed the same in said partnership name.

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



Phillip J. Hoagland
NOTARY PUBLIC for Idaho
Residing at Hayden Idaho
My commission expires: 12-1-06

STATE OF OREGON)

SS.

COUNTY OF _____)

This instrument was acknowledged before me on _____, 2006,
by Karen Roche as Vice President of BANK OF AMERICA, N.A.

Name Printed: _____
Notary Public in and for the State of Oregon
My commission expires: _____

OFFICIAL COPY

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

NOTARY PUBLIC for _____
Residing at _____
My commission expires: _____

STATE OF OREGON)
)
COUNTY OF Multnomah) SS.

This instrument was acknowledged before me on June 12, 2006,
by Karen Roche as Vice President of BANK OF AMERICA, N.A.



Tierney R Chappell
Name Printed: Tierney R Chappell
Notary Public in and for the State of Oregon
My commission expires: November 29, 2009

EXHIBIT A

EXHIBIT A ATTACHED TO AND FORMING A PART OF THAT AMENDMENT TO SUBORDINATION AGREEMENT DATED JUNE 15, 2006

LEGAL DESCRIPTION:

"LOT 2" LEGAL DESCRIPTION, DEED INSTRUMENT NUMBER 487277 AND DEPICTED IN THE ALTA/ACSM LAND TITLE SURVEY RECORDED AS INSTRUMENT NUMBER 485139 (R-7 OF THIS SURVEY).

A PARCEL OF LAND LOCATED IN A PORTION OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 17, TOWNSHIP 39 NORTH, RANGE 5 WEST, BOISE MERIDIAN, CITY OF MOSCOW, LATAH COUNTY, IDAHO. MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE WEST QUARTER CORNER FOR SECTION 17 FROM WHICH THE SOUTHWEST CORNERS OF SECTION 17 BEARS^S 01° 02' 29" WEST, 2634.45 FEET; THENCE FROM SAID POINT OF COMMENCEMENT SOUTH 01° 02' 29" WEST, 825.26 FEET TO A POINT; THENCE SOUTH 89° 00' 48" EAST, A DISTANCE OF 60.13 FEET TO A POINT ON THE EAST RIGHT-OF-WAY FOR STATE HIGHWAY 95, SAID POINT ALSO BEING THE POINT OF BEGINNING FOR THIS DESCRIBED PARCEL OF LAND;

THENCE FROM SAID POINT OF BEGINNING SOUTH 89° 00' 48" EAST, 599.82 FEET TO A POINT ON THE WEST BOUNDARY OF RENNER ADDITION, FILED IN BOOK 6 AT PAGE 5, INSTRUMENT NUMBER 262290, LATAH COUNTY RECORDS;

THENCE SOUTHERLY ALONG THE SAID WEST BOUNDARY, SOUTH 00° 34' 50" EAST, 163.25 FEET TO A ¾" IRON ROD. SAID IRON ROD BEING THE SOUTHWEST CORNER OF RENNER ADDITION AND THE NORTHWEST CORNER OF INDIAN HILLS CONDOMINIUMS FILED IN BOOK 1 AT PAGE 13, INSTRUMENT NUMBER 336478, LATAH COUNTY RECORDS;

THENCE SOUTHERLY ALONG THE WEST BOUNDARY OF SAID INDIAN HILLS CONDOMINIUMS, SOUTH 01° 04' 10" WEST, 329.66 FEET TO A ¾" IRON ROD BEING THE SOUTHWEST CORNER OF SAID INDIAN HILLS CONDOMINIUMS;

THENCE NORTH 88° 56' 12" WEST, 434.73 FEET TO A POINT;

THENCE NORTH $00^{\circ} 31' 23''$ EAST, 447.28 FEET TO A POINT;

THENCE NORTH $89^{\circ} 00' 48''$ WEST, 166.40 FEET TO A POINT ON THE EAST RIGHT-OF-WAY FOR STATE HIGHWAY 95, SAID POINT BEING THE POINT OF CURVATURE OF A NON-TANGENT CURVE IN SAID RIGHT-OF-WAY CONCAVE TO THE WEST HAVING A RADIUS OF 2920.00 FEET, A CENTRAL ANGLE OF $00^{\circ} 52' 59''$ AND A CHORD BEARING NORTH $02^{\circ} 10' 54''$ EAST, 45.01 FEET;

THENCE NORTHERNLY ALONG SAID CURVED RIGHT-OF-WAY, 45.01 FEET TO THE POINT OF BEGINNING.

TOGETHER WITH AN EASEMENT AS FULLY SET OUT IN INSTRUMENT NUMBERS 490115