

54990

SUBORDINATION AGREEMENT

VOL. 71 PAGE 8100

THIS AGREEMENT, made this 28th day of July, 1971, between KLAMATH PRODUCTION CREDIT ASSOCIATION, a Corporation, First Party, and THE FEDERAL LAND BANK OF SPOKANE, a Corporation, Second Party,

WITNESSETH:

THAT WHEREAS, Ronald V. Ketcham and Madeline M. Ketcham, husband and wife, have heretofore made and executed to First Party as mortgagee a certain mortgage dated October 22, 1969, and recorded November 17, 1969, in Volume M-69, page 9606, Mortgage Records of Klamath County, Oregon, which said mortgage affects the following described real property situated in Klamath County, Oregon, to-wit:

E $\frac{1}{2}$ NE $\frac{1}{4}$ and that portion of the NE $\frac{1}{4}$ SE $\frac{1}{4}$ lying Northerly and Westerly of Lost River in Section 19, and NW $\frac{1}{4}$ NE $\frac{1}{4}$ of Section 19, Township 39 South, Range 11, E.W.M.,

which said mortgage was subject to a first lien to the Second Party; and

WHEREAS, Ronald V. Ketcham and Madeline M. Ketcham, husband and wife, have heretofore made and executed to the Second Party a certain mortgage dated July 12, 1971, and recorded July 20, 1971, in Volume N71, page 7618, Mortgage Records of Klamath County, Oregon, which said mortgage affects the following described real property in Klamath County, Oregon, to-wit:

TRACT "A": A tract of land situated in the N $\frac{1}{2}$ NE $\frac{1}{4}$ of Section 19, Twp. 39 S., R. 11, E.W.M., more particularly described as follows:

Beginning at the North one-fourth corner of said Section 19; thence S. 00°14'04" W. 1326.94 feet to the Southwest corner of the NW $\frac{1}{4}$ NE $\frac{1}{4}$ of said Section 19; thence N. 89°47'39" E. 1327.44 feet to the Southeast corner of the NW $\frac{1}{4}$ NE $\frac{1}{4}$ of said Section 19; thence N. 50°13'50" E. 289.93 feet to the Southwesterly right-of-way line of the County Road; thence following said line: Northwesterly along the arc of a curve to the right (central angle 30°53'45" and radius 670 feet) 361.29 feet; thence N. 10°07'20" W. 623.01 feet; thence Northerly along the arc of a curve to the right (central angle 09°01'22" and radius 1310 feet) 206.30 feet to the North line of said Section 19; thence S. 89°49'58" W. along the North line of said Section 19, 1261.18 feet to the point of beginning, containing 41.71 acres, more or less.

TRACT "B": A tract of land situated in the E $\frac{1}{2}$ of Section 19, Twp. 39 S., R. 11, E.W.M., more particularly described as follows:

Beginning at a point on the West line of the SE $\frac{1}{4}$ NE $\frac{1}{4}$ of said Section 19, said point being S. 00°14'14" W. 834.00 feet from the Northwest corner of the SE $\frac{1}{4}$ NE $\frac{1}{4}$ of said Section 19; thence S. 00°14'14" W. along the West line of the E $\frac{1}{2}$ of said Section 19, 1143.37 feet to the Northwesterly right-of-way line of the County Road; thence following said line: N. 54°41'11" E. 137.11 feet; thence along the arc of a curve to the left (central angle = 33°30'59" and radius = 470 feet) 274.94 feet; thence N. 21°10'12" E. 135.34 feet; thence along the arc of a curve to the right

(central angle = $13^{\circ}05'57''$ and radius = 1250 feet) 285.78 feet; thence N. $34^{\circ}16'09''$ E. 118.57 feet; thence along the arc of a curve to the left (central angle = $43^{\circ}14'46''$ and radius = 470 feet) 354.75 feet; thence N. $08^{\circ}58'37''$ W. 60.66 feet; thence S. $87^{\circ}38'41''$ W. 588.86 feet to the point of beginning, containing 10.53 acres, more or less;

and

WHEREAS, the said mortgage dated July 12, 1971, was executed to replace that mortgage which was prior to the mortgage dated October 22, 1969, to the First Party covering the same premises; and

WHEREAS, the First Party wished the Second Party to refinance the loan secured by the mortgage which was prior to the First Party's mortgage of October 22, 1969, on the same property; and

WHEREAS, the Second Party did refinance loan secured by the mortgage which was prior to the mortgage of October 22, 1969, to the First Party and the Second Party did release its said mortgage;

NOW THEREFORE, in consideration of the premises and in consideration of the Second Party having refinanced the said loan and releasing the mortgage which was prior to the mortgage of October 22, 1969, to the First Party, the First Party does hereby subordinate the lien of its said mortgage dated October 22, 1969, recorded November 17, 1969, in Volume M69 at page 9606, Mortgage Records of Klamath County, Oregon, to the lien of the mortgage to Second Party dated July 12, 1971, and recorded July 20, 1971, in Volume M-71 at page 7618, Mortgage Records of Klamath County, Oregon. It is understood and agreed that the Second Party's said mortgage of July 12, 1971, is and shall be superior in right to the lien of the First Party's said mortgage of October 22, 1969, on the real property described in the Second Party's said mortgage dated July 12, 1971, recorded July 20, 1971, Volume M-71, page 7618, Mortgage Records of Klamath County, Oregon.

IN WITNESS WHEREOF, the undersigned has caused its corporate name to be hereunto subscribed and its corporate seal to be affixed the day and year first hereinabove written.

KLAMATH PRODUCTION CREDIT ASSOCIATION

By William Hinder
its Secretary-Treasurer