

FORM No. 509 - SUBORDINATION AGREEMENT

94079

THIS AGREEMENT, Made and entered into this 17th day of October, 1974, by and between FIDELITY FUNDING AND REALIZATION CO., INC., an Oregon corporation hereinafter called the first party, and FIRST FEDERAL SAVINGS & LOAN ASSOCIATION, an Oregon corporation hereinafter called the second party;

WITNESSETH:

RECITALS:

On or about August 14, 1974, W. ALAN BOWKER being the owner of the following described property in Klamath County, Oregon, to-wit: PARCEL 1: A tract of land situated in Lot 1, HOMEDALE, in Section 11, Township 39 South, Range 9 East of the Willamette Meridian, more particularly described as follows: Beginning at a point on the Easterly line of Kane Street, said point being South 43°30' East a distance of 574.94 feet and North 22°00' East, a distance of 148.05 feet from the iron pipe marking the most Westerly corner of said Lot 1; thence North 22°00' East along the Easterly line of Kane Street a distance of 90.00 feet to an iron pin; thence South 66°42' East parallel with the Northerly line of said Lot 1 a distance of 114.24 feet to an iron pin; thence South 22°00' West parallel with Kane Street a distance of 90.00 feet; thence North 66°42' West parallel with the Northerly line of said Lot 1 a distance of 114.24 feet, more or less, to the point of beginning.

executed and delivered to the first party his certain mortgage (herein called the first party's lien) on said described property to secure the sum of \$ 5,418.20, which lien was

Recorded on August 19, 1974, in the mortgage Records of Klamath County, Oregon, in book M-74 at page 10050 thereof; (State whether mortgage, trust deed, contract, security agreement or otherwise)

Reference to the document so recorded or filed hereby is made. The first party has never sold or assigned his said lien and at all times since the date thereof has been and now is the owner and holder thereof and the debt thereby secured.

The second party is about to loan the sum of \$ 108,000.00 to the present owner of the property above described, with interest thereon at a rate not exceeding % per annum, said loan to be secured by the said present owner's existing mortgage recorded June 25, 1974 in Book M-74 (hereinafter called the second party's lien) upon said property and to be repaid within not more than years from its date.

To induce the second party to make the loan last mentioned, the first party heretofore has agreed and consented to subordinate first party's said lien to the lien about to be taken by the second party as above set forth. NOW, THEREFORE, for value received and for the purpose of inducing the second party to make the loan aforesaid, the first party, for himself, his personal representatives (or successors) and assigns, hereby covenants, consents and agrees to and with the second party, his personal representatives (or successors) and assigns, that the said first party's lien on said described property is and shall always be subject and subordinate to the lien about to be delivered to the second party, as aforesaid, and that second party's said lien in all respects shall be first, prior and superior to that of the first party; provided always, however, that if second party's said lien is not duly filed or recorded or an appropriate financing statement thereon duly filed within days after the date hereof, this subordination agreement shall be null and void and of no force or effect.

It is expressly understood and agreed that nothing herein contained shall be construed to change, alter or impair the first party's said lien, except as hereinabove expressly set forth. In construing this subordination agreement and where the context so requires, the singular includes the plural; the masculine includes the feminine and the neuter, and all grammatical changes shall be supplied to cause this agreement to apply to corporations as well as to individuals.

IN WITNESS WHEREOF, the undersigned has hereunto set his hand and seal; if the undersigned is a corporation, it has caused its corporate name to be signed and its corporate seal to be affixed hereunto by its officers duly authorized thereunto by order of its board of directors, all on this the day and year first above written.

FIDELITY FUNDING AND REALIZATION CO., INC., an Oregon corporation  
By: [Signature] (SEAL)  
By: [Signature] (SEAL)



13721

STATE OF OREGON,

County of Klamath

ss.

October 17, 1974

Personally appeared the above named

and acknowledged the foregoing instrument to be voluntary act and deed. Before me:

(SEAL)

Notary Public for Oregon.

My commission expires

STATE OF OREGON,

County of Klamath

ss.

Oct 17, 1974

Personally appeared

who being duly sworn, did say that he is the

of FIDELITY FUNDING AND REALIZATION, CO., INC., an Oregon corporation  
 a corporation, and that the seal affixed to the foregoing instrument is the corporate seal of said corporation  
 and that said instrument was signed and sealed on behalf of said corporation by authority of its Board of  
 Directors; and he acknowledged said instrument to be its voluntary act and deed. Before me

(SEAL)

Notary Public for Oregon.

My commission expires

SUBORDINATION  
AGREEMENT

(FORM No. 998)

TO

STATE OF OREGON,

County of Klamath

ss.

I certify that the within instru-  
 ment was received for record on the  
 21st day of OCTOBER, 1974,  
 at 11:18 o'clock A.M., and recorded  
 in book N. 74 on page 13720, or as  
 filing fee number 94079,  
 Record of Mortgages of said County.  
 Witness my hand and seal of  
 County affixed.

W. D. MILNE

COUNTY CLERK

Title

Deputy

FILE \$ 4.00

STEVENS LAW FIRM, P.C., PORTLAND, ORE.

First Federal  
590 main Falls. Bldg.  
Klamath