

22305

SUBORDINATION AGREEMENT

Vol. 19845

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.

THIS AGREEMENT made this 22nd day of NOVEMBER, 1976 by THEODORE J. PADDOCK and ROD E. TRAVIS, owners of the Land hereinafter described and hereinafter referred to as Owners, and BRISTOL COURT DEVELOPMENT COMPANY, a co-partnership consisting of Ronald E. Phair and Lorraine Phair, husband and wife and Donald L. Sloan and Hazel I. Sloan, husband and wife, present owner and holder of the Deed of Trust and Note first hereinafter described and hereinafter referred to as Beneficiary.

WITNESSETH

THAT WHEREAS THEODORE J. PADDOCK and ROD E. TRAVIS did on June 14, 1976, execute a Deed of Trust to Mountain Title Company, as Trustee, covering certain real property more particularly described in Exhibit "A" attached hereto and by this reference made a part hereof,

to secure a note in the sum of \$30,000.00, dated June 14, 1976, in favor of BRISTOL COURT DEVELOPMENT COMPANY, a co-partnership consisting of Ronald E. Phair and Lorraine Phair, husband and wife and Donald L. Sloan and Hazel I. Sloan, husband and wife, which Deed of Trust was recorded June 28, 1976, in Book M76 at page 9727, Microfilm Records of Klamath County, Oregon, and

WHEREAS, Owners have executed, or are about to execute a loan and loan agreement together with a Deed of Trust and Note in the sum of \$ 238,000.00, dated Nov. 29, 1976, in favor of First Federal Savings & Loan Association, hereafter referred to as Lender, payable with interest and upon the terms and conditions described therein, which Deed of Trust is to be recorded contemporaneously herewith, and

WHEREAS, it is a condition precedent to obtaining said loan that said Deed of Trust last abovementioned, shall be and remain a lien or charge upon the land hereinbefore described, prior and superior to the lien or charge of the Deed of Trust first above-mentioned.

WHEREAS, Lender is willing to make said loan provided the Deed of Trust to secure the same is a lien or charge upon the above-described property prior and superior to the lien or charge of the Deed of Trust owned by Beneficiary, and provided that Beneficiary will specifically and unconditionally subordinate the lien or charge of his Deed of Trust above-described to the lien or charge of the Deed of Trust of Lender.

NOW, THEREFORE, in consideration of the premises and other valuable consideration, receipt of which is hereby acknowledged, and in order to induce First Federal Savings and Loan Association, a corporation, to make the loan above-referred to, it is hereby declared, understood and agreed as follows:

1. That said Deed of Trust securing said Note in favor of First Federal Savings and Loan Association, a corporation, and any renewals or extensions of said Deed of Trust and the Note secured thereby, shall be and remain at all times a lien or charge on the property herein described, prior and superior to the lien or charge of the Deed of Trust first above-mentioned.

2. That Lender would not make its loan above-described without this Subordination Agreement.

3. Beneficiary declares and acknowledges that he hereby intentionally waives, relinquishes, and subordinates the priority and superiority of the lien or charge of the Deed of Trust first above-mentioned, in favor of the lien or charge upon said land of the Deed of Trust ^{OR MORTGAGE} in favor of First Federal Savings and Loan Association, a corporation, above-referred to, and that he understands that in reliance upon and in consideration of this waiver, relinquishment and subordination specific loans and advances are being and will be made, and as part and parcel thereof specific monetary and other obligations are being and will be entered into by third parties which could not be made or entered into but for said reliance upon this waiver, relinquishment and subordination.

4. That Beneficiary does hereby agree that this agreement shall supercede and operate as a cancellation of those provisions in the Deed of Trust first above referred to, which provisions, if any, provide for the automatic subordination of the lien of said Deed of Trust to the lien or liens of a mortgage or Deed of Trust, or mortgages or Deeds of Trust, affecting the whole or part of the above-described property.

5. This agreement contains the whole agreement between the parties thereto as to the Deed of Trust loans, and the priority hereof, herein described, and there are no agreements, written or oral, outside or separate from this Agreement, and all prior negotiations, if any, are merged into this Agreement.

THIS AGREEMENT shall inure to the benefit and be binding upon the legal representatives, heirs, devisees, successors, and assigns of the parties.

IN WITNESS WHEREOF, the parties have executed this Agreement the day and year first above written.

Theodore J. Paddock
THEODORE J. PADDOCK
Rod E. Travis
ROD E. TRAVIS

BRISTOL COURT DEVELOPMENT COMPANY

By: Rod E. Travis

By: Ernest Phair

By: Hazel I. Sloan

By: Donald L. Sloan by Hazel I. Sloan
Donald L. Sloan by Hazel I. Sloan, his attorney in fact

19247

STATE OF OREGON,

County of Klamath

ss.

FORM NO. 23 — ACKNOWLEDGMENT
STEVENS-NESS LAW PUB. CO., PORTLAND, ORE.

BE IT REMEMBERED, That on this 22nd day of November, 1976, before me, the undersigned, a Notary Public in and for said County and State, personally appeared the within named BRISTOL COURT DEVELOPMENT COMPANY, a partnership, by: Ronald E. Phair, partner, Lorraine Phair, partner, Hazel I. Sloan, partner, Donald L. Sloan by his attorney in fact Hazel I. Sloan, partner, known to me to be the identical individuals described in and who executed the within instrument and acknowledged to me that they executed the same freely and voluntarily.

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

[Signature]
Notary Public for Oregon.
My Commission expires 2-28-80

STATE OF OREGON,

County of Klamath

ss.

FORM NO. 23 — ACKNOWLEDGMENT
STEVENS-NESS LAW PUB. CO., PORTLAND, ORE.

BE IT REMEMBERED, That on this 22nd day of November, 1976, before me, the undersigned, a Notary Public in and for said County and State, personally appeared the within named Theodore J. Paddock and Rod E. Travis

known to me to be the identical individuals described in and who executed the within instrument and acknowledged to me that they executed the same freely and voluntarily.

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

[Signature]
Notary Public for Oregon.
My Commission expires 2-28-80

EXHIBIT "A"
DESCRIPTION

19248

The following described real property situate in Klamath County, Oregon:

PARCEL I

A Parcel of land situate in the SW $\frac{1}{4}$ of Section 11, Township 39 South, Range 9 East of the Willamette Meridian, Klamath County, Oregon, and more particularly described as follows: Beginning at a point on the South line of Bristol Avenue which is North 89° 32' 55" East a distance of 1,516.15 feet and South 0° 27' 05" East a distance of 30.0 feet from the Northwest corner of the S $\frac{1}{2}$ S $\frac{1}{2}$ N $\frac{1}{2}$ SW $\frac{1}{4}$ of said Section 11, said point also being the Northwest corner of Tract No. 1026, THE MEADOWS; thence continuing South 00° 27' 05" East along the West line of THE MEADOWS a distance of 145.0 feet to a point; said point being the true point of beginning; thence South 89° 32' 55" West, parallel with the South line of Bristol Avenue, a distance of 110.0 feet to a point; thence South 00° 27' 05" East, a distance of 230.0 feet to a point; thence North 89° 32' 55" East a distance of 110.0 feet, more or less, to the West line of THE MEADOWS; thence North along said West line 230.0 feet, more or less, to the true point of beginning.

PARCEL II

A Parcel of land situate in the SW $\frac{1}{4}$ of Section 11, Township 39, South, Range 9 East of the Willamette Meridian, Klamath County, Oregon, and more particularly described as follows: Beginning at a point on the Southline of Bristol Avenue which is North 89° 32' 55" East a distance of 1,356.15 feet and South 0° 27' 05" East a distance of 30.0 feet from the Northwest corner of the S $\frac{1}{2}$ S $\frac{1}{2}$ N $\frac{1}{2}$ SW $\frac{1}{4}$ of said Section 11; thence continuing South 0° 27' 05" East parallel to the West line of THE MEADOWS a distance of 145.0 feet to a point; said point being the true point of beginning; thence South 89° 32' 55" West, parallel with the South line of Bristol Avenue a distance of 100.00 feet to a point; thence South 0° 27' 05" East a distance of 125.0 feet to a point; thence North 89° 32' 55" East a distance of 100.0 feet to a point; thence North 0° 27' 05" West 125 feet to the true point of beginning.

Together with a non exclusive easement for ingress and egress as described as that first reservation in deed recorded June 28, 1976 in Deed Volume M-76 at page 9724 and extending 219 feet South thereof being of even width of 50 feet and commonly known as Bristol Court.

STATE OF OREGON; COUNTY OF KLAMATH; ss.

Filed for record at request of MOUNTAIN TITLE CO

this 30th day of NOVEMBER 1976 at 4:36 o'clock PM and
duly recorded in Vol. M-76, of DEEDS on Page 19245

FEE \$ 12.00

Wm D. MILNE, County Clerk
By *Hazel Magaz*

*Return
MTC*