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County of /

MORTGAGES

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OCTOBER

of.

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STATE OF OREGON; COUNTY OF KLAMATH; ss.

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198.20

## Vol. 77 Page 18776

FLB Loan No. 170669-3

## 36736 MORTGAGE SUBORDINATION AGREEMENT

referred to herein as Mary L. Schmidt Atkinson "subordinator", is the owner and holder of a mortgage dated May 9, 1973, which is recorded in volume M73 of Mortgages, page 5726, under file No. \_\_\_\_, records of Klamath County, State of Oregon

<u>referred to herein as</u> "lender", is the owner and holder of a mortgage dated <u>September 19, 1977</u>, executed by <u>Els o DeJong & Dita DeJone & Mary L. Schmidt Atkinson</u> (which is recorded in volume <u>M77</u> of Mortgages, page <u>18770</u>, under file No. <u>37633</u> \_\_\_\_\_\_, records of <u>Klamath</u> County, State of <u>Oregon</u>.) (which is

- referred to herein as Elso DeJong and Dita DeJong "owner", is the owner of all the real property described in the mortgage identified above in Paragraph 2.
- 4. In consideration of benefits to "subordinator" from "owner", receipt and sufficiency of which is hereby acknowledged, and to induce "lender" to advance funds under its mortgage and all agreements in connection therewith, the "subordinator" does hereby unconditionally subordinate the lien of his mortgage identified in Paragraph 1 above to the lien of "lender's" mortgage, identified in Paragraph 2 above, and all advances or charges made or accruing thereunder, including any extension or renewal thereof. It is agreed that "subordinator's" mortgage identified in Paragraph 1 above is, by virtue of such subordination, second and junior in its lien position to that mortgage of "lender" identified in Paragraph 2 above.
- 5. "Subordinator" acknowledges that, prior to the execution hereof, he has had the opportunity to examine the terms of "lender's" mortgage, note and agreements relating thereto, consents to and approves same, and recognizes that "lender" has no obligation to "subordinator" to advance any funds under its mortgage or see to the application of "lender's" mortgage funds, and any application or use of such funds for purposes other than those provided for in such mortgage, note or agreements shall not defeat the subordination herein made in whole or in part.
- 6. It is understood that "lender" would not make the loan secured by the mortgage in Paragraph 2 without this agreement.
- 7. The heirs, administrators, assigns and successors in interest of the "subordinator" shall be bound by this agreement. Where the word "mortgage" appears herein it shall be considered as "deed of trust", and gender and number of pronouns considered to conform to undersigned.

\* Executed this 27th day of September , 197. \* mary 1. Schmidt at Kinson STAN ..... AUGLIC Subordinator 0 2 0 STATE OF : 95.

, before me personally appeared Mary Schwidt atkinson

WM. D. MILNE, County Clerk

By glazel inan

to me known to be the person (a) described in and who executed the foregoing instrument, and acknowledged that (he) (she) (they) executed the same as (his) (her) (their) free act and deed.

I hereby certify that the within instrument was received and filed for record on the 3rd day of

on Page <u>EXEXX</u> 18776

\_A.D., 19 77 at 3;10 \_\_\_\_\_o'clock \_\_\_\_ P\_M., and duly recorded in Vol\_M77\_\_\_

Notary Public for

My commission expires lost 29 1978

Deputy

+52.