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by and be hereinafter called the first party, and Horace A. Mouser and Terresia I. Mouser hereinafter called the second party: WITNESSETH:

On or about November 10, 19.77, Yvonne Sue Miller and Erwin J. Miller being the owner of the following described property in Klamath....... County. Oregon, to-wit:

> Lot 5 and Lot 6, Block 5 of Chiloquin Drive Addition. according to the official plat thereof on file in the 10 office of the County Clerk, Klamath County, Oregon. torgit ner Luis

## AGREEMENT NOLVENDARY

100 were judgment debtors in that certain judgment in the amount of

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مصيح بيبيته مصيحتها مناجا والأمحا الدارين الارادي

	(State whether mortgage, trust deed, contract, security agreement or otherwise)
Kinat	which lies were a start with the service of the ser
<u>-</u>	[-Recorded on November 10,, 19.77, in the Court Records of Klamath County,
ppoi tra	Oregon, in book 32 at page 155 thereof or as tile/reel number (indicate which);
2 1 1 1	-Filed on
<u></u>	County, Oregon, where it bears the rile/reel No
Den .	-Created by a security agreement, notice of which was given by the filing on
≥ad	
	a financing statement in the office of the Oregon Department of Motor Vehicles
9.ë	and in the officeriat the Oregon,
nich for	(State Lifte) "
0.2 %	(indicate which).

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 instruction the second rest of \$ 5,000.00 for 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 Trust Deed recorded December 1, 1978 in Mortgage Vol. M-78 (hereinster called the page 2705)

second party's lien) upon said property and to be repaid within reservors than by Nov. 30, 1980 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 aloresaid, 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 days after the date hereof, this subrecorded or an appropriate financing statement thereon duly filed within ordination 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 teminine and the neuter, and all grammatical changes shall be supplied to cause this agreement to apply to corporations an 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 directory and this the day and year first above written.

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who being duly sworn, did say that he	s the President	Product and a	
of Klamath County Credit Ser		en e	
a corporation, and that the seal affixed and that said instrument was signed an Directors; and he acknowledged said ins	d sealed on behalf of said or strument to be its voluntary a	orporation by authority inct and deed. Before me	OF ITS PROPIED OF
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