

73056

## SUBORDINATION AGREEMENT

Vol. <sup>m</sup> 79 Page 20482

THIS AGREEMENT, Made and entered into this 27th day of August, 1979, by and between Emil Kenneth Embrey & Sharon Lee Embrey H&W, & First Federal Savings & Loan Association, a corporation, hereinafter called the first party, and Western Bank, Klamath Falls, Br., a corporation, hereinafter called the second party; WITNESSETH:

On or about September 5, 1977, Emil Kenneth Embrey & Sharon Lee Embrey, husband & wife, being the owner of the following described property in Klamath County, Oregon, to-wit:

A parcel of land situated in the SE $\frac{1}{4}$  of Section 30, Township 39 South, Range 10, E.W.M., more particularly described as follows:

Commencing at the quarter Section corner common to Sections 29 and 30, said Township and Range; thence S. 0°18'51" W. along the East line of said Section 30, a distance of 883.9 feet; thence S. 89°22'40" W. a distance of 30.0 feet to the West line of Reeder Road and the TRUE POINT OF BEGINNING of this description; thence S. 88°52'20" W. a distance of 646.2 feet to a point; thence S. 0°18'51" W. a distance of 347.18 feet, more or less, to the Southerly line of property described in Vol. M-72, page 12497, microfilm records of Klamath County, Oregon; thence N. 82°28'30" E. approximately 482 feet to an iron pin; thence S. 34°30' E. a distance of 37.23 feet to an iron pin; thence N. 89°42' E. a distance of 124.45 feet to an iron pin on the West line of Reeder Road; thence N. 0°18'51" E. along said West line a distance of 356.52 feet to the point of beginning; containing 5.15 acres, more or less.

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 \$3,000.00, which lien was

Recorded on September 9, 1977, in the Records of Klamath County, Oregon, in book M-77 at page 16759 thereof or as file/real number 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 \$60,000.00 to the present owner of the property above described, with interest thereon at a rate not exceeding 12.00 % per annum, said loan to be secured by the said present owner's Installment Note & Mortgage (hereinafter called the second party's lien) upon said property and to be repaid within not more than days/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 10 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.

Return to:  
Western Bank  
P. O. Box 669  
Klamath Falls, OR 97601

First Federal Savings & Loan Association

By: Emil Kenneth Embrey  
Sharon Lee Embrey  
Donald B. Hamulter LOAN OFFICER

STATE OF OREGON,

County of KLAMATH

ss.

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

20483

BE IT REMEMBERED, That on this 27<sup>th</sup> day of AUGUST, 1979,  
before me, the undersigned, a Notary Public in and for said County and State, personally appeared the within  
named EMIL KENNETH EMBREY, SHARON LEE EMBREY, DONALD B.  
HAMILTON

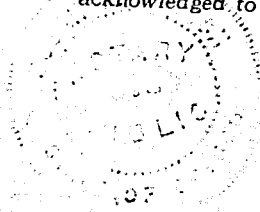
known to me to be the identical individual<sup>s</sup> described in and who executed the within instrument and  
acknowledged to me that they executed the same freely and voluntarily.

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

Susan K. Karoch

Notary Public for Oregon.

My Commission expires 12-6-81



STATE OF OREGON; COUNTY OF KLAMATH; ss.

Filed for record at request of Western Bank

this 28th day of August A. D. 1979 at 3:17 clock P M., and

fully recorded in Vol. M79, of Mortgages on Page 20482

Wm D. MILNE, County Clerk

Fee \$7.00

Bernice A. Detach