

81907

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OR. 87204

THIS AGREEMENT, Made and entered into this 14th day of March, 1980, by and between FIRST NATIONAL BANK OF OREGON hereinafter called the first party, and DEPARTMENT OF VETERANS hereinafter called the second party; WITNESSETH: On or about January 11, 1980, Ortis W. Goakey and Margaret E. Goakey, being the owner of the following described property in Klamath County, Oregon, to-wit:

Lots 2, 3, and 4, EXCEPTING THEREFROM the Southwesterly 20 feet thereof, all in Block 44, HILLSIDE ADDITION to the City of Klamath Falls, Oregon, according to the official plat thereof on file in the office of the County Clerk of Klamath County, Oregon.

executed and delivered to the first party his certain Junior Mortgage (State whether mortgage, trust deed, contract, security agreement or otherwise) herein called the first party's lien) on said described property to secure the sum of \$24,000.00, which lien was Recorded on January 11, 1980, in the Mortgage Records of Klamath County, Oregon, in book/reel/volume No. M-80 at page 260 thereof or as document/fee/file/instrument/microfilm No. (indicate which); Filed on , 19 , in the office of the County, Oregon, where it bears the document/fee/file/instrument/microfilm No. (indicate which); Created by a security agreement, notice of which was given by the filing on , 19 , of a financing statement in the office of the Oregon Secretary of State and in the office of the Oregon Department of Motor Vehicles where it bears file No. of County, Oregon, where it bears the document/fee/file/instrument/microfilm No. (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 is about to loan the sum of \$50,000.00 to the present owner of the property above described, with interest thereon at a rate not exceeding 5.9 % per annum, said loan to be secured by the said present owner's existing mortgage held by the second party as a lien and, pursuant to ORS 407.090, an additional advance thereto second party's lien) upon said property and to be repaid within not more than 15 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 as 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.

FIRST NATIONAL BANK OF OREGON

By: 

STATE OF OREGON,

County of _____

ss.

Personally appeared the above named _____, 19 _____

and acknowledged the foregoing instrument to be _____

voluntary act and deed. Before me:

(SEAL)

My commission expires _____

Notary Public for Oregon.

STATE OF OREGON,

County of Klamath

ss.

Personally appeared _____

J. Dennis Roach

March 14, 19 80

who being duly sworn, did say that he is the _____ Manager

of First National Bank of Oregon

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)

[Signature]

Notary Public for Oregon.

My commission expires April 8, 1980

SUBORDINATION AGREEMENT

First National Bank of
Oregon
601 Main Street
Klamath Falls, Oregon 97601

Department of Veterans'
Affairs

AFTER RECORDING RETURN TO
First National Bank of
Oregon
601 Main Street
Klamath Falls, Oregon 97601

(DON'T USE THIS
SPACE. RESERVED
FOR RECORDING
LABEL IN COURT
TIER WHERE
USED.)

STATE OF OREGON,

County of Klamath

ss.

I certify that the within instrument was received for record on the _____ day of March, 19 80, at 3:35 o'clock P.M., and recorded in book/reel/volume No. 330 on page 499 or as document/file/instrument/microfilm No. 21997 Record of Mortgages of said County.

Witness my hand and seal of County affixed.

M. D. Milne

By *[Signature]* Deputy

Feb 27, 80