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MTC-8904-K

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THIS AGREEMENT Made and entered into this 13th day of May, 1980

by and between PACIFIC POWER & LIGHT COMPANY

hereinafter called the first party, and STATE DEPARTMENT OF VETERANS' AFFAIRS

hereinafter called the second party; WITNESSETH:

On or about January 25, 1979, DONALD C. KIRKPATRICK and PATRICIA H. KIRKPATRICK

, being the owner of the following described property in Klamath County, Oregon, to-wit:

# PARCEL 1

A tract of land situated in the N<sup>1</sup>/<sub>4</sub> of Section 17, Township 39 South, Range 10 East of the Willamette Meridian, Klamath County, Oregon, more particularly described as follows:

Beginning at the intersection of the centerline of the Pine Grove County Road (Reeder Road) and the North line of said Section 17, said point being East a distance of 2644.0 feet, more or less, from the Northwest corner of said Section 17; thence Southerly along the centerline of said County Road, a distance of 260.0 feet; thence West, parallel with the North line of said Section 17, a distance of 330.0 feet; thence Northerly, parallel with the centerline of said County Road a distance of 260.0 feet to the North line of said Section 17; thence East along the North line of said Section 17 a distance of 330.0 feet to the point of beginning.

EXCEPTING THEREFROM a parcel 12 feet in width along and adjacent to the Northerly line of the above described tract for maintenance of an irrigation ditch and ingress and egress to the property lying Westerly of said Tract.

# PARCEL 2

A tract of land situated in the N<sup>1</sup>/<sub>4</sub> of Section 17, Township 39 South, Range 10 East of the Willamette Meridian, Klamath County, Oregon, more particularly described as follows:

Beginning at the intersection of the centerline of the Pine Grove County Road (Reeder Road) and the North line of said Section 17, said point being East a distance of 2644.0 feet, more or less, from the Northwest corner of said Section 17; thence Southerly along the centerline of said County Road a distance of 260.0 feet to the true point of beginning; thence continuing South along said centerline 140 feet; thence West parallel with the North line of said Section 17, a distance of 330.0 feet; thence Northerly parallel with the centerline of said County Road a distance of 140 feet; thence East 330.0 feet to the point of beginning.

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 \_\_\_\_\_ 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.

Senior Vice President

Pacific Power & Light Company

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STATE OF OREGON,

County of .....

SS.

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Personally appeared the above named .....

and acknowledged the foregoing instrument to be ..... voluntary act and deed. Before me:

(SEAL)

Notary Public for Oregon.

My commission expires .....

STATE OF OREGON,

County of Multnomah

SS.

May 13, 1980

Personally appeared Robert W. Moench

who being duly sworn, did say that he is <sup>a</sup> Senior vice president

of .....  
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)

Notary Public for Oregon.

My commission expires 11-20-83

### SUBORDINATION AGREEMENT

Pacific Power & Light Company.

Portland, OR

TO

Department of Veterans' Affairs

Salem, OR

AFTER RECORDING RETURN TO

Department of Veterans  
General Services Bld.  
Salem, OR, 97310

(DON'T USE THIS  
SPACE; RESERVED  
FOR RECORDING  
LABEL IN COUN-  
TIES WHERE  
USED.)

STATE OF OREGON,

County of Klamath

SS.

I certify that the within instru-  
ment was received for record on the  
27th day of May, 1980,  
at 2:28 o'clock P. M., and recorded  
in book M30 on page 9594 or as  
file/reel number 84778,  
Record of Mortgages  
of said County.

Witness my hand and seal of  
County affixed.

Wm. D. Milne

Recording Officer.  
By Seretha H. Hetsch Deputy.

Fee \$10.50