

87954

THIS AGREEMENT, Made and entered into this 1st day of August, 1980, by and between Pacific Power and Light Company, hereinafter called the first party, and Klamath First Federal Savings and Loan Association, hereinafter called the second party; WITNESSETH:

On or about December 20, 1979, John G. Pauley and Dorothy V. Pauley, being the owner of the following described property in Klamath County, Oregon, to-wit:

A parcel of land situated in the SW1/4 of Section 5, Township 39 South, Range 9 East of the Willamette Meridian, being more particularly described as follows: Commencing at a 1" iron shaft with hex nut marking the Northwest corner of said SW1/4; thence North 89°55' East along the North line of said SW1/4, 819.09 feet to a 1/2 inch iron pin; thence South 00°05' East, 124.67 feet to a 1/2 inch iron pin; thence South 89°55' West, 122.50 feet to a 1/2 inch iron pin marking the point of beginning for this description; thence continuing South 89°55' West, 122.50 feet to a 1/2 inch iron pin; thence South 00°05' East, 249.33 feet to a 1/2 inch iron pin on the Northerly right of way line of Lindley Way; thence North 89°55' East along said right of way line, 122.50 feet to a 1/2 inch iron pin; thence North 00°05' West 249.33 feet to the point of beginning.

executed and delivered to the first party his certain Agreement and Mortgage (herein called the first party's lien) on said described property to secure the sum of \$1,403.99, which lien was Recorded on July 1, 1980, in the Mortgage Records of Klamath County, Oregon, in book/foot/volume No. M-80 at page 12078 thereof or as document/fcc/file/instrument/microfilm No. (indicate which); Filed on 19 in the office of the County Clerk of Klamath County, Oregon, where it bears the document/fcc/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 where it bears file No. and in the office of the Department of Motor Vehicles of County, Oregon, where it bears the document/fcc/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 \$18,500.00 to the present owner of the property above described, with interest thereon at a rate not exceeding 12.000% per annum, said loan to be secured by the said present owner's Trust Deed (hereinafter called the second party's lien) upon said property and to be repaid within not more than 321 months /days 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 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.

Pacific Power & Light Co. Robert W. Meunier Senior Vice President

5-11-80 3 JUN 08

Cost of any language opposite this form is not pertinent to this transaction

STATE OF OREGON,

County of KLAMATH

ss.

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

14791

BE IT REMEMBERED, That on this 7th day of AUGUST, 1980,
before me, the undersigned, a Notary Public in and for said County and State, personally appeared the within
named Robert W. Moench

known to me to be the identical individual described in and who executed the within instrument and
acknowledged to me that 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.

Doris M. Robinson
Notary Public for Oregon.

My Commission expires 7-31-85

After recording return to: The first party to make the loan last mentioned, the first party heretofore has been and con-
Klamath First Federal Bank, Inc. 224 South Sixth Street, Klamath Falls, Oregon 97601
for record at request of Transamerica Title Co.
this 8th day of August, A.D. 1980 at 11:32 clock AM., ore-
july recorded in Vol. M80 of Mortgages on Page 14290
Wm D. MILNE, County Clr
B. B. Smith, Notary Public
Fee \$7.00
Pacific Power & Light Co.
Senior Vice President