

MTC 1396

Vol. M 80 PG 30

August

1980

88525

THIS AGREEMENT, Made and entered into this 7th day of August, 1980, by and between First National Bank of Oregon, Department of Veterans' hereinafter called the first party, and WITNESSETH: Ortis W. Goakey and Margaret E. Goakey hereinafter called the second party; January 19 80, being the owner of the following described property in Klamath County, Oregon, to-wit: On or about January 19 80, 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 (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 4th, 1980, in the Mortgage Records of Klamath County, Oregon, in book M-80 at page 178 thereof or as file/number (indicate which); Filed on January 19, 1980, in the office of the Secretary of State where it bears file No. (indicate which);

Created by a security agreement, notice of which was given by the filing of a financing statement in the office of the Oregon Department of Motor Vehicles where it bears file No. (indicate which); and in the office of the (State Title) (indicate which); where it bears the file/reel No.

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 \$3,000.00 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 first existing mortgage held by the second party as a (hereinafter called the lien and, pursuant to ORS 407.090, an additional advance thereto from its date. second party's lien) upon said property and to be repaid within not more than 15 years

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 that of the first 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.

FIRST NATIONAL BANK OF OREGON

By: [Signature]  
[Signature]

STATE OF OREGON,

County of \_\_\_\_\_ } ss.

15680

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 Kirth Glick \_\_\_\_\_ August 7, 1980

who being duly sworn, did say that he is the Assistant Vice President  
of First National Bank of Oregon, Klamath Falls Branch  
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)

My commission expires \_\_\_\_\_ Notary Public for Oregon.  
April 8, 1984

### SUBORDINATION AGREEMENT

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

Department of Veterans'  
Affairs

AFTER RECORDING RETURN TO

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

(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  
19th day of August, 1980,  
at 1:19 o'clock P.M., and recorded  
in book M80 on page 15679 or as  
file/reel number 88525  
Record of Mortgages  
of said County.

Witness my hand and seal of  
County affixed.

Wm. D. Milne  
By Berntha H. Hirsch Recording Officer.  
Deputy.

Fee \$7.00