

OCT 27 1980

STEVENESS LAW PUBLISHING CO., PORTLAND, OR. 97204

FORM No. 801 SUBORDINATION AGREEMENT.

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THIS AGREEMENT, Made and entered into this 20th day of October, 1980, by and between Freedom Financial Services Corporation, State Of Oregon Department of Veterans Affairs, hereinafter called the first party, and hereinafter called the second party; WITNESSETH: On or about December 20th, 1978, Gary R. Maxwell and Janice D. Maxwell, husband and wife, being the owner of the following described property in Klamath County, Oregon, to-wit:

Lot 29, PERRY'S ADDITION TO LLOYD'S TRACTS, 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 trust deed (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 \$10,562.46, which lien was recorded on December 21st, 1978, in the microfilm Records of Klamath County, Oregon, in book m78 at page 28438 thereof or as file/reel number (indicate which); -Filed on 1978, in the office of the (indicate which); -Created by a security agreement, notice of which was given by the filing on (indicate which); a financing statement in the office of the Oregon Secretary of State where it bears file No. of County, Oregon, and in the office of the (State Title) (indicate which). where it bears the file/reel 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 \$12,000.00 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 Note and Mortgage (hereinafter called the second party's lien) upon said property and to be repaid within not more than 25 years 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 30 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.

FREEDOM FINANCIAL SERVICES Corporation
by- B. N. [Signature]
Vice-President

STATE OF OREGON,

County of Multnomah

ss.

21776

September 19

, 1980

Personally appeared the above named Mr. Benjamin Tooze

and acknowledged the foregoing instrument to be his

voluntary act and deed. Before me:

(SEAL)

PUBLIC

STATE OF OREGON,

County of Multnomah

ss.

My commission expires

Notary Public for Oregon.

09/20/82

September 19

, 1980

Personally appeared Mr. Benjamin Tooze

who being duly sworn, did say that he is the Vice-President

of Freedom Financial Services Corporation

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)

PUBLIC

My commission expires

Notary Public for Oregon.

09/20/82

SUBORDINATION AGREEMENT

FREEDOM FINANCIAL SERVICES CORPORATION

TO
STATE OF OREGON DEPARTMENT OF
VETERANS AFFAIRS

AFTER RECORDING RETURN TO

(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
10th day of November, 1980,
at 1:11 o'clock P. M., and recorded
in book M80 on page 21775 or as
file/reel number 92324,
Record of Mortgages
of said County.

Witness my hand and seal of
County affixed.

Wm. D. Milne

Recording Officer.

By Bernetha H. H. H. Deputy.

Fee \$7.00