

TN

3885

Vol. M-81 Page 15578  
day of May, 1981

THIS AGREEMENT, Made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 1981, by and between Pacific Power and Light Co., hereinafter called the first party, and Transamerica Financial Services, hereinafter called the second party; WITNESSETH:  
On or about Sept. 5, 1979, Jimmie F. Maxwell and Cassandra S. Maxwell, being the owner of the following described property in Klamath County, Oregon, to-wit:

Lot 3 in Block 2, Tract No. 1008, Banyon Park, 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 Insulation Cost Repayment Agreement & 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 \$1,954.00, which lien was  
—Recorded on March 10, 1980, in the real prop Records of Klamath County, Oregon, in book/reel/volume No. M 80 at page 429 thereof or as document/fee/file/instrument/microfilm No. 4 (indicate which);

—Filed on \_\_\_\_\_ 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 \_\_\_\_\_ of \_\_\_\_\_ Secretary of State \_\_\_\_\_ Department of Motor Vehicles \_\_\_\_\_ 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 \$5,000.00 to the present owner of the property above described, with interest thereon at a rate not exceeding 19.50 % per annum, said loan to be secured by the said present owner's Trust Deed (hereinafter called the

(State nature of lien to be given, whether mortgage, trust deed, contract, security agreement or otherwise)

second party's lien) upon said property and to be repaid within not more than 5 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 AND LIGHT CO.

D. S. Sander

Senior Vice President

Cost out any language opposite which is not pertinent to this transaction

SEP 2 11 5 AM '81

STATE OF OREGON,

County of \_\_\_\_\_

SS.

15573

, 19

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 28

, 1981

Personally appeared D. F. Bolender

who being duly sworn, did say that he is the a Senior Vice President  
of Pacific Power & Light Co.

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 Sept 14, 1984

**SUBORDINATION  
AGREEMENT**

TO \_\_\_\_\_

AFTER RECORDING RETURN TO

Transamerica Fin. Ser.  
121 S. 9th  
K. Falls, Oregon 97001

(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  
2nd day of September, 1981  
at 9:14 o'clock A.M., and recorded  
in book/reel/volume No. M-81 on  
page 15572 or as document/fee/file/  
instrument/microfilm No. 3885,  
Record of Mortgages  
of said County.

Witness my hand and seal of  
County affixed.

Evelyn Biehn County Clerk

NAME

TITLE

By John P. Clark Deputy

Fee 7.00

W-10-10372