

12-11 MTC 11256 Vol. 118 Page 6745

THIS AGREEMENT, Made and entered into this 20th day of May, 1982, by and between Dale Z. Kirby & Anne M. Kirby hereinafter called the first party, and Department of Veteran's Affairs hereinafter called the second party; WITNESSETH:

On or about 19

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

Lot 19, MOYINA, according to the official plat thereof on file in the office of the County Clerk of Klamath County, Oregon

Account No.: 141-3809-3634 Tax Lot 1600

executed and delivered to the first party his certain 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 \$3,000.00, which lien was Recorded on October 5, 1981, in the microfilm Records of Klamath County, Oregon, in book/reel/volume No. M. 81 at page 16719 thereof or as document/fee/file/instrument/microfilm No. _____ (indicate which);

Filed on _____, 19____, in the office of the _____ of _____ 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 _____, 19____, of a financing statement in the office of the Oregon Secretary of State and in the office of the _____ Department of Motor Vehicles where it bears file No. _____ of _____ 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 \$3,125.00 to the present owner of the property above described, with interest thereon at a rate not exceeding 7.5% per annum, said loan to be secured by the said present owner's Mortgage (State nature of lien to be given, whether mortgage, trust deed, contract, security agreement or otherwise) (hereinafter called the second party's lien) upon said property and to be repaid within not more than 30 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.

Dale Z. Kirby
Anne M. Kirby

STATE OF OREGON,

County of Marion } ss.

May 20, 1982

Personally appeared the above named Sale 3 as Anne M Kirby
and acknowledged the foregoing instrument to be their voluntary act and deed. Before me:

(SEAL)

Lemuel R. Lynn
Notary Public for Oregon:
My commission expires
My Commission Expires September 10, 1985

STATE OF OREGON,

County of _____ } ss.

Personally appeared _____,

who being duly sworn, did say that he is the _____

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 _____

**SUBORDINATION
AGREEMENT**

TO

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

AFTER RECORDING, RETURN TO

Dept. of Vets Affairs
124 North 4th
H. Falls OR

STATE OF OREGON,

County of Klamath } ss.

I certify that the within instru-
ment was received for record on the
28 day of May, 1982,
at 1:28 o'clock P.M., and recorded
in book/reel/volume No. M 82 on
page 6745 or as document/fee/file/
instrument/microfilm No. 12231.
Record of Mtge
of said County.

Witness my hand and seal of
County affixed.

Evelyn Biehn County Clerk
NAME TITLE

By Joyce M. Allen Deputy
Fee \$8.00