AGREEMENT. 38-10697 THIS AGREEMENT, Made and entered into this 16 June by and between <u>Pacific Power and Light Company</u> hereinafter called the first party, and <u>Klamath First Federal Savings and Loan</u> On or about January 30, 1980, Marion C. Barnes and Wilma L. Barnes , being the owner of the following described property in Klamath County, Oregon, to-wit: K.F. Mills Addition Lot 443 Block 126 \mathbf{c} City of Klamath Falls, Klamath County, State of Oregon. \sim G executed and delivered to the first party his certain Insulation Cost Repayment Agreement and Mortgage. (herein called the first party's lien) on said described property to secure the sum of \$2,356.60, which lien was $\frac{2}{9}$ [-Recorded on September 22, 19,80, in the real prop. Records of Klamath County, Oregon, in book/Yeer/volume No.M80 at page 17925 thereof or as document/Xeer/tile/instructure/ ge e lang. County, Oregon, where it bears the document/fee/tile/instrument/microfilm No. (indicate which); μş ģ a financing statement in the office of the Oregon Secretary of State Department of Motor Vehicles where it bears file No..... ġ. and in the office of the......County, Oregon, (Cross which cction) 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 \$ 10,000.00 to the present owner of the property above described, with interest thereon at a rate not exceeding 17.000% per annum, said loan to be secured by the said second party's lien) upon said property and to be repaid within not more than To induce the second party to make the loan last mentioned, the first party heretofore has agreed and convears from its date. 19 sented 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 ordination agreement shall be null and void and of no force or effect. days after the date hereof, this sub-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 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. c Power and Light Со. nQ

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7902 STATE OF OREGON, County of SS. Personally appeared the above named . 79 (SEAL) -----Notary Public for Oregon. My commission expires STATE OF OREGON, County of Multhoma Personally appeared..... ames B. Pienou who being duly sworn, did say that he is the a Uice President Ower a corporation, and that the seal affixed to the foregoing instrument is the corporate seal of said corporation a baball of baball of baball of the seal of said corporation by authority of its Roard of 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 mer (SEAL) Notary Public for Oregon. My commission expires SUBORDINATION AGREEMENT STATE OF OREGON, County ofKlamath SS. I certify that the within instrument was received for record on the TO (DON'T USE THIS21......day of ...June......, 19...82., SPACE: RESERVED at 3:31 ... o'clock M., and recorded FOR RECORDING LABEI. IN COUNin book/reel/volume No.M..82....on TIES WHERE page ...7.901 or as document/fee/file/ USED.) FTER RECORDING RETURN TO instrument/microfilm No. 12926 572 Record ofMtge of said County. Witness my hand and seal of County affixed. Evelyn Biehn Gounty Clerk Deputy