

TN 19:68

TA-25426

Vol. 408 Page 403
December

THIS AGREEMENT, Made and entered into this 16th day of December, 1979, by and between Pacific Power and Light hereinafter called the first party, and Transamerica Financial Services hereinafter called the second party; WITNESSETH:

On or about April 5, 1979, Richard G. and Shirley M. Cunningham, being the owner of the following described property in Klamath County, Oregon, to-wit: Lot 148, Pleasant Home Tracts #2, in the County of Klamath, State of Oregon.

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 \$ 1977.07, which lien was

Recorded on June 6, 1979, in the real prop. records of Klamath County, Oregon, in book/reel/volume No. M-79 at page 13274 thereof or as document/fee/file/instrument/microfilm No. (indicate which);

Filed on 1979, 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 _____, 1979, 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 \$ 7753.92 to the present owner of the property above described, with interest thereon at a rate not exceeding 19.90 % per annum, said loan to be secured by the said present owner's Trust Deed (hereinafter called the

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

Jack I. Stiles
Vice President



STATE OF OREGON,

County of _____

} ss.

, 19 _____

Personally appeared the above named _____

and acknowledged the foregoing instrument to be _____ voluntary act and deed. Before me:

Notary Public for Oregon

(SEAL)

My commission expires _____

STATE OF OREGON,

County of Multnomah

} ss.

December 23, 1982

Personally appeared _____

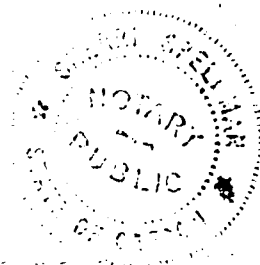
who being duly sworn, did say that he is the _____

Jack Stiles a Vice Presidentof 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:

Notary Public for Oregon.

(SEAL)

My commission expires _____

SUBORDINATION
AGREEMENT

TO _____

AFTER RECORDING RETURN TO

TA FINANCIAL
121 394
KFO 97601(DON'T USE THIS
SPACE. RESERVED
FOR RECORDING
LABEL IN COUNT-
IES WHERE
USED.)

STATE OF OREGON,

County of Klamath

} ss.

I certify that the within instru-
ment was received for record on the
10 day of Jan, 1983,
at 10:42 o'clock AM., and recorded
in book/reel volume No. M83 on
page 403 or as document/file/
instrument/microfilm No. 19168
Record of Mtge.
of said County.Witness my hand and seal of
County affixed.
Evelyn Biehn County ClerkBy Joyce McArthur Deputy

Fee \$8.00