

20849

TA-25721

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1983



THIS AGREEMENT, Made and entered into this 22nd day of February, 1983, by and between Norman C. Fitzgerald & Patricia A. Fitzgerald hereinafter called the first party, and Klamath First Federal Savings & Loan Assn. hereinafter called the second party; WITNESSETH:

On or about February 17, 1982, KAREN I. BIRD

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

The North 50 Feet of Lot 11, Block 89, BUENA VISTA
ADDITION TO THE CITY OF KLAMATH FALLS, in the County
of Klamath, State of 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 \$11,000.00, which lien was
—Recorded on February 22, 1982, in the Mortgage Records of Klamath County, Oregon, in book/reel/volume No. M82 at page 2263 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 \$18,500.00 to the present owner of the property above described, with interest thereon at a rate not exceeding 12.50% 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 30 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 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.

Norman C. Fitzgerald

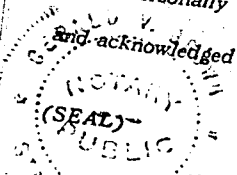
Patricia A. Fitzgerald

2008
STATE OF OREGON,

County of Klamath } ss.

3006

Personally appeared the above named Norman C. Fitzgerald and Patricia A. Fitzgerald
and acknowledged the foregoing instrument to be their voluntary act and deed. Before me:
S. Gerald V. Brown
Notary Public for Oregon.
My commission expires 11-12-83



STATE OF OREGON,

County of } ss.

Personally appeared _____, 19____
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)

My commission expires _____
Notary Public for Oregon.

SUBORDINATION
AGREEMENT

TO

AFTER RECORDING RETURN TO

KFFD 2L
540 main
KFO 97601
09-12323

(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
28th day of February, 19 83,
at 10:42 o'clock A.M., and recorded
in book/reel/volume No. M83 on
page 3005 or as document/file/
instrument/microfilm No. 20849
Record of Mortgages
of said County.

Witness my hand and seal of
County affixed.
Evelyn Biehn County Clerk
By Joyce McChesney Deputy

Fee \$8.00