05-1232 SUBORDINATION AGREEMEN 21375 THIS AGREEMENT, Made and entered into this.... by and between ... JAMES. W. KERNS. and DOROTHY. C. KERNS. KIAMATH FIRST FEDER. K 35970 bereinafter called the second party, and KLAMATH FIRST FEDERAL SAVINGS AND LOAN ASSOCIATION hereinafter called the second party. WITNESSETH: On or about December 23 , 19 82, , being the owner of the following described property in Klamath County, Oregon, to-wit: Parcel 3 of Major Land Partition No. 80-24 for James W. & Dorothy C. Kerns, in Section 12, T. 38 S., R. 8 E.W.M. according to the official Plat thereof on file in the office of the Clerk of Klamath County, Oregon; 10 ŝ Ę. executed and delivered to the first party his certain. Trust Deed (herein called the first party's lien) on said described property to secure the sum of \$ 20,000.00, which lien was 24 [--Recorded on February 3] in the Mortgage Records of Klamath County n canea the first party's hen) on said described property to secure the sum of \$ 40,000.00, wh -Recorded on February 3 Orefor in book/real/volume Nr M83 Orefor in book/real/volume Nr M83 -Recorded on February 3 19.03, in the FOLLBage Records of Alamann County, Oregon, in book/reel/volume No. M83 at page 1805 thereof or as document/fee/file/instrument/ County, Oregon, where it bears the document/fee/file/instrument/microfilm No. -Created by a security agreement, notice of which was given by the tiling on...... ν Per out :: (Cross which action) Essel where it bears the accument/lee/the/thstrament/incronting trous. (finducate 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., 19....., of 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 this said lien The second party is about to loan the sum of §... 120,000,00. to the present owner of the property above described with interest thereon at a rate not exceeding N/A of per approx said loan to be secured by the said The second party is about to loan the sum of s.....to the present owner of the property above described, with interest thereon at a rate not exceeding...N/A.....% per annum, said loan to be secured by the said (hereinafter called the colled the secured by the said of the secured by the secured by the said of the secured by [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 N/ATo induce the second party to make the loan last mentioned, the first party heretofore has agreed and con-io subordinate first party's said lien to the lien about to be taken by the second party as above set forth. To induce the second party to make the loan last mentioned, the first party heretofore has agreed and sented io 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 nurnose of inducing the second party to make the l I to subordinate tirst 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 aid. the first narty. for himself, his personal representatives (or successors) and assigns, hereby covenants, 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 advises to and with the second party, his personal representatives (or successors) and assigns, thereby covenants, that the 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, hereby covenants, said first party's lien on said described property is and shall always be subject and subordinate to the lien about the be delivered to the second party, as aforesaid, and that second party's said lien in all respects shall be first, prior days years from its date. 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 dely first, prior 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 another an appropriate financing statement thereon duly filed within 90 down offer the date hereof this subrecorded or an appropriate mancing statement thereon duty mea with ordination agreement shall be null and void and of no force or effect. ation 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 im-be first party's said lien except as hereinabove expressly set forth. pair the first party's said lien, except as hereinabove expressly set forth. ne 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; asculing includes the femining and the neuter and all grammatical changes shall be supplied to come this 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. days after the date hereof, this subagreement to apply to corporations as well as to individuals. eement 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 cor-ation it has caused its corporate name to be signed and its corporate seal to be affixed hereunto by its officers IN WITNESS WHEREOF, the undersigned has hereunto set his hand and seal: if the undersigned is a cor-poration, 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. poration, it has caused its corporate name to be signed and its corporate seal to be attixed hereunto by its of duly authorized thereunto by order of its board of directors, all on this, the day and year first above written. James W. Kerns 0 Dorothy Kerns

STATE OF OREGON, County of Klamath Personally appeared the above named James W. Kerns & Dorothy C. Kerns 3888 Becember January 26, 1988 and acknowledged the foregoing instrument to be their (SEAL) voluntary act and deed. Before me: Dan ny 11.5 lanon ిప My commission expires 11-2-86 STATE OF OBEGON Pounty of Personally Sappeared. Who being duly sworn, did say that he is the of ... or...... 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 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: and that said instrument was signed and sealed on behait of said corporation by authority of Directors; and he acknowledged said instrument to be its voluntary act and deed. Before me: (SEAL) My commission expires Notary Public for Ore on. SUBORDINATION AGREEMENT STATE OF OREGON, County of Klamath TO I certify that the within instru-(DON'T USE THIS SPACE: RESERVED FOR RECORDING LABEL IN COUN. TIES WHERE USED.) SS. ment was received for record on the 14th day of March 19 83 AFTER RECORDING RETURN TO in book/reel/volume No. ____M83____on KFF page ... 3887....or as document/fee/file/ USED.) instrument/microfilm No. 21375....., 540 MAENU Record of Mortgages..... of said County. Witness my hand and seal of County affixed. Byelyn Biehn County Clerk By cernetha theloch Deputy Fee \$8.00