

C P NATIONAL WEATHERIZATION LIEN SUBORDINATION AGREEMENT

25251

This agreement, made and entered into this 27th day of July 19 83 by and between C P NATIONAL CORPORATION, hereinafter called the first party, and Motor Investment Corporation, hereinafter called the second party; WITNESSETH:

On or about September 21, 19 82, Richard T. & Roxanne Shea, being the owner of the following described property in Klamath County, Oregon, to wit: 3417 Bisbee Street, Klamath Falls, Oregon, further described as the N $\frac{1}{2}$ of Lot 2, Block 8, Altamont Acres, as recorded on Page 993, Volume M-88, Book of Deeds, Klamath County, Oregon.

Executed and delivered to the first party his ~~WEATHERIZATION MORTGAGE / RETAIL INSTALLMENT AGREEMENT~~, (Herein called first party's lien), on said described property to secure the sum of \$ 409.45, which lien was recorded on October 25 19 82, in the records of Klamath County, Oregon on Page 14127, Volume M-82, Book Mortgages.

Reference to the document so recorded is hereby made. The first party ~~has not sold or assigned~~ his said lien and at all times since the date thereof has been and remains the holder thereof and the debt secured.

The second party is about to loan the sum of \$ 5,000.00 to the present owner of the property above described, with interest thereon at a rate not to exceed 19 $\frac{1}{2}$ % per annum, said loan to be secured by the said present owners, Deed of Trust (herein after called the second party's lien), upon said property and to be repaid within not more than 4 years from its date.

To allow the second party to make the loan last mentioned, the first party has heretofore 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.

Therefore, for the purpose of allowing the second party to make the loan aforesaid, C P NATIONAL CORPORATION assigns, hereby covenants, consents and agrees to and with the second party, his personal representative (or successors) and assigns, that the 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, and that second party's proposed lien 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, within 30 days after the date thereof, 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 lien retained by C P NATIONAL CORPORATION, except as herein expressly set forth.

In construing this subordination agreement and where the context so requires, the singular applies to 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;

Charles K. Gates
DISTRICT MANAGER, C P NATIONAL CORPORATION

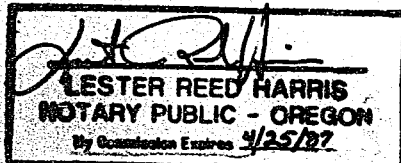
STATE OF OREGON)

County of Klamath) ss.

Personally appeared the above named Charles K. Gates District Manager for C P National Corporation, who acknowledged the foregoing instrument to be a voluntary act and deed.

NOTARY PUBLIC FOR OREGON

My commission expires 19



83 JUL 29 AM 10 58
RETURN TO: C P National, P.O. Box 310, Klamath Falls, Or 97601

...made and entered into this 27th day of July, 1983, by and between C. NATIONAL CORPORATION, hereinafter called the first party, and Motor Investment Corporation, hereinafter called the second party, WITNESSETH:

On or about September 21, 1982, Richard T. & Roxanne Shea being one of the following described property in Klamath County, Oregon, to wit: 3417 Bishop Street, Klamath Falls, Oregon, located and shown as the N. of Lot 2, Block 8, Altamont Acres, as shown on page 223, Volume M-88, Book of Deeds, Klamath County, Oregon.

STATE OF OREGON,)
County of Klamath)
Filed for record at request of
1983, in the records of
Oregon on Page 12524

on the 29 day of July A.D. 19 83
at 10:58 o'clock A. M. and duly
recorded in Vol. M83 of 2 deeds
page 12524

EVELYN BIEHN, County Clerk
By: *[Signature]* Deputy
Fee 8.00
to the sum of \$ 5,000.00
to loan the sum of \$ 5,000.00
with interest thereon
at the rate of 10% per annum, said loan to be secured by
the property above described, with interest thereon
(hereinafter referred to as the "loan") upon said property and to be
repaid within 4 years from its date.
The first party has agreed to make the loan last mentioned, the first
party has agreed to accept the loan last mentioned, the first
party has agreed to accept the loan last mentioned, the first
party has agreed to accept the loan last mentioned, the first

...and purpose of allowing the second party to make the
loan to the first party, the first party, the first party
and with the second party, the first party, the first party
and shall always be subject and
shall always be subject to the second party,
proposed lien shall be first, prior and
superior to all other liens, provided always, however, that
if the first party is not duly filed or recorded, within
the time specified herein, this subordination agreement shall
be null and void of no force or effect.

...and agreed that nothing herein contained
shall be construed to change, alter or impair the lien retained by
the first party, except as herein expressly set forth.

...and where the context so
requires, the singular applies to the plural; the masculine includes
the feminine and the neuter, and all grammatical changes shall be
deemed to apply to corporations as well
as to individuals.

...the undersigned has personally set his hand and
signature to this instrument.

WITNESSETH, the undersigned has personally set his hand and
signature to this instrument.

...the above named
corporation, who acknowledged the
execution of this instrument and agreed
to the foregoing terms and conditions.

LESTER REED HARRIS
NOTARY PUBLIC - OREGON
My Commission Expires 12/31/83

RECORDED TO: C. E. MCGOWAN, P.O. BOX 310, Klamath Falls, OR 97603