

THIS AGREEMENT, Made and entered into this 3rd *day of* October, 1983,
by and between Pacific Power and Light Company,
hereinafter called the first party, and Klamath First Federal Savings and Loan Assn.,
hereinafter called the second party; *WITNESSETH:*

On or about September 10, 1983, Marshall M. and Marilee K. Ager

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

All that portion of the SW $\frac{1}{4}$ of the SW $\frac{1}{4}$ of Section 22, Township 39 South, Range 8 East of the Willamette Base and Meridian, lying West of the centerline of the County Road (Round Lake Road) as of this date existing, said portion being referred to in Volume 317, page 204, of Deed Records of Klamath County, Oregon described therein as:

Beginning at the Section Corner common to Sections 21, 22, 27, 28, Township 39 South, Range 8 East of the Willamette Meridian, Klamath County, Oregon; thence East along the Section line a distance of 615.0 feet to the centerline of the County Road (Round Lake Road) as now constructed; thence along the centerline of said County Road North 25° West 700.0 feet, North 33° 39' West 494.3 feet, and North 15° West 175.0 feet to the Section line common to Sections 21 and 22; thence South along said Section line a distance of 1215.0 feet, more or less, to the point of beginning.

executed and delivered to the first party his certain Notice of Lien

(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 \$ 1,130.00, which lien was

—Recorded on September 15, 1981, in the Records of Klamath County, Oregon, in book/reel/volume No. M-81 at page 16365 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 \$ 20,200.00 to the present owner of the property above described, with interest thereon at a rate not exceeding 15.5 % 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 20 ~~years~~ 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.

John Mooney

Pacific Power & Light

'83 OCT 13 AM 10 36

(Cross out any language opposite which is not pertinent to this transaction)

STATE OF OREGON,

County of _____

ss.

Personally appeared the above named _____, 19

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

(SEAL)

My commission expires _____ Notary Public for Oregon.

STATE OF OREGON,

County of Klamath

ss.

Personally appeared John Mooney

October 6, 19 83

who being duly sworn, did say that he is the District Manager

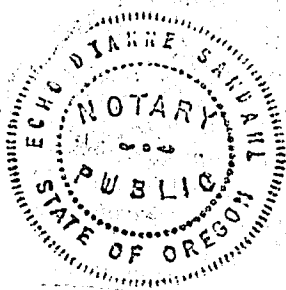
of Pacific Power & Light - Klamath District

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)

Echo Dianne Landahl

My commission expires March 4, 1985 Notary Public for Oregon.



SUBORDINATION AGREEMENT

TO

AFTER RECORDING RETURN TO

(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 instrument was received for record on the 13th day of October, 19 83, at 10:36 o'clock AM., and recorded in book/reel/volume No. M83 on page 17563 or as document/fee/file/instrument/microfilm No. 29346, Record of Mortgages of said County.

Witness my hand and seal of County affixed.

Evelyn Biehn, County Clerk

NAME

TITLE

Fee: \$8.00 By P. M. Smith Deputy