

TN

50266

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THIS AGREEMENT, Made and entered into this 5th day of June, 1985,
by and between MABEL LILLIAN TOMPKINS
hereinafter called the first party, and FEDERAL LAND BANK OF SPOKANE
hereinafter called the second party; W I T N E S S E T H :

On or about August 20, 1978, Edward Donald Tompkins and Merrie Linda Tompkins, being the owner of the following described property in Klamath County, Oregon, to-wit:
Undivided 1/4 interest in and to the following described property:

All in Township 30 South, Range 8 E., W.M.:

Section 21: S1/2 SE1/4.

Section 22: S1/2 SW1/4.

Section 27: N1/2 SW1/4, NW1/4.

Section 28: NW1/4, SW1/4, N1/2NE1/4, SW1/4 SE1/4.

Section 33: N1/2 NW1/4, NW1/4 NE1/4.

executed and delivered to the first party his certain Mortgage

(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 \$ 28,000.00, which lien was

Recorded on August 24, 1979, in the Mortgage Records of Klamath County, Oregon, in book/reel/volume No. M-79 at page 20271 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 Department of Motor Vehicles where it bears file No. and in the office of the 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 \$ 115,500.00 to the present owner of the property above described, with interest thereon at a rate ~~not exceeding~~ ^{variable} 12 1/2 % per annum, said loan to be secured by the said present owner's mortgage (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 25 ~~days~~ ^{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.

Mabel Lillian Tompkins
Mabel Lillian Tompkins

85 JUN 21 PM 3 14
our any language opposite
which is not pertinent to this trans-
action

STATE OF ~~OREGON~~ CALIFORNIA

County of

} ss.

June, 19 85

Personally appeared the above named Mabel Lillian Tompkins

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

STATE OF CALIFORNIA
COUNTY OF

LAKE

} ss.

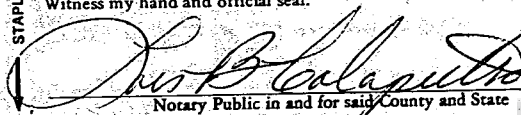
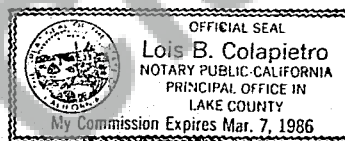
(INDIVIDUAL)

On this 12th day of June, 19 85, before me, the undersigned, a Notary Public in and for said County, personally appeared

Mabel Lillian Tompkins

personally known to me, or proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument, and acknowledged to me that she executed the same.
Witness my hand and official seal.

STAPLE HERE


Notary Public in and for said County and StateLois B. Colapietro
Name (Typed or Printed)

(This area for official notarial seal)

3403 (R6/82)1

SUBORDINATION
AGREEMENT

TO

Return
Federal Land Bank
6350 South 6th Street
Klamath Falls, Oregon 97601(DON'T USE THIS
SPACE; RESERVED
FOR RECORDING
LABEL IN COUN-
TIES WHERE
USED.)

STATE OF OREGON,

County of Klamath

} ss.

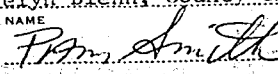
I certify that the within instrument was received for record on the 24th day of June, 19 85, at 3:14 o'clock P.M., and recorded in book/reel/volume No. M85 on page 2627 or as document/fee/file/instrument/microfilm No. 50266, Record of Mortgages of said County.

Witness my hand and seal of County affixed.

Evelyn Biehn, County Clerk

NAME

TITLE

By  Deputy

Fee: \$9.00