

56279  
THIS AGREEMENT

~~SECRET~~

STEVENSON'S LAW PUBLISHING CO., PORTLAND, OR, 97201

THIS AGREEMENT, Made and entered into this 17th day of December, 1917, by and between Pacific Power & Light Company, hereinafter called the first party, and The Federal Land Bank of Spokane hereinafter called the second party, WITNESSETH: On or about October 31, 1917.

On or about October 31

, 19 79

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

Township 40 South, Range 9 East of the Willamette Meridian:  
Section 6: SE $\frac{1}{4}$ NE $\frac{1}{4}$ , N $\frac{1}{2}$ SE $\frac{1}{4}$ , SW $\frac{1}{4}$   
2 and 3, and all

Section 6: SE $\frac{1}{4}$ NE $\frac{1}{4}$ , N $\frac{1}{2}$ SE $\frac{1}{4}$ , SW $\frac{1}{4}$ SE $\frac{1}{4}$ , and all of the SW $\frac{1}{4}$  EXCEPT Lots 2 and 3, and all that portion of Lot 1 lying Southwesterly of the Klamath Lake Secondary State Highway.

executed and delivered to the first party his certain Insulation Cost Repayment Agreement and Mortgage  
(herein called the first party's lien) on said described property to secure the sum of \$ 3,557.00 which lien was  
Recorded on October 1, 1980, in the real prop. Records of Klamath County,  
Oregon, in ~~book~~ volume No M 80 at page 18828 thereof or as document/fee/file/instrument/  
microfilm No. \_\_\_\_\_ (indicate which);  
~~\_\_\_\_\_ as the office of the \_\_\_\_\_~~  
~~\_\_\_\_\_ as the office of the \_\_\_\_\_~~

—Recorded on October 1  
Oregon in the

1. On said described property to secure the sum of \$ 3,557.00 which lien was  
 Oregon, in ~~land~~ volume No M 80 at page 18828 thereof or as document/fee/file/instrument  
 microfilm No. (indicate which);  
 County,

[illegible]

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 \$ 37,500  
described, with interest thereon at a variable rate of 12 1/2 % per annum, said loan to be secured by the said present owner's mortgage (hereinafter called the second party's lien) upon said property and to be repaid within not more than 20 years.

To induce the second party to make the loan, the first party has agreed to subordinate first lien to the second party's lien.

NOW, THEREFORE, the first party hereby agrees to subordinate first lien to the second party's lien.

times since the date thereof has been and now is the first party has never sold or assigned his said lien described, with interest thereon at a ~~variable rate of~~ 12% per annum, said loan to be secured by the said present owner's mortgage to the present owner of the property above (hereinafter called the second party's lien) upon said property and to be repaid within not more than 20 days from its date

To induce the second party to make the loan last mentioned, the first party hereto NOW, THEREFORE, for value received and in consideration of the sum of \$37,500 sent to subordinate first party's said lien to the lien about to be taken by the second party, the first party, for himself, his heirs, assigns, and assigns, consents and agrees that he, his heirs, assigns, and assigns, shall not

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 from its date of recording or filing, then the foregoing provisions hereof 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 impair the first party's said lien, except as hereinabove expressly set forth.

In construing this subordination agreement and the masculine gender shall include the feminine gender.

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.

Pacific Power & Light Co.

Pacific Power & Light Company

Clark Satre



STATE OF OREGON,

County of \_\_\_\_\_

} ss. \_\_\_\_\_, 19 \_\_\_\_\_

Personally appeared the above named \_\_\_\_\_  
and acknowledged the foregoing instrument to be \_\_\_\_\_ voluntary act and deed Before me:

(SEAL)

Notary Public for Oregon.  
My commission expires \_\_\_\_\_

STATE OF OREGON,

County of Klamath

} ss. \_\_\_\_\_, December 24, 19 85

Personally appeared Clark Satre

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

of Pacific Power & Light Company  
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:

*DeLo Dianne Dandall*  
Notary Public for Oregon.

(SEAL)

My commission expires 2-4-1989



**SUBORDINATION  
AGREEMENT**

TO \_\_\_\_\_

AFTER RECORDING RETURN TO

**FEDERAL LAND BANK ASSOCIATION  
OF KLAMATH FALLS  
P. O. BOX 148  
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 instru-  
ment was received for record on the  
30th day of December 19 85,  
at 4:00 o'clock P. M. and recorded in  
book/reel/volume No. 485, on  
page 21198 or as fee/file/instru-  
ment/microfilm/reception No. 56779.  
Record of mortgages  
of said County.

Witness my hand and seal of  
County affixed

Evelyn Biehn, County Clerk  
NAME TITLE  
By *Patricia Smith* Deputy