

TN 63383

1986 (200)

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19 86

THIS AGREEMENT made and entered into this _____ day of JULY, 1986, by and between **CARTER-JONES COLLECTION SERVICE INC.**, hereinafter called the first party, and **CERTIFIED MORTGAGE COMPANY, AN OREGON CORPORATION**, hereinafter called the second party; WITNESSETH:

On or about **JANUARY 3**, 1986,

CLYDE E. HOUSER

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

Lot 4 in Block 21 of INDUSTRIAL ADDITION to the City of Klamath Falls, Klamath County, Oregon, according to the official plat thereof on file in the office of the County Clerk of Klamath County, Oregon.

executed and delivered to the first party his certain **JUDGMENT** (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 **\$4,431.50**, which lien was Recorded on _____, 19____, in the _____ Records of _____ County, Oregon, in book/reel/volume No. _____ at page _____ thereof or as document/fee/file/instrument/microfilm No. _____ (indicate which);

Filed on **JANUARY 3**, 1986, in the office of the **County Clerk** of **Klamath** County, Oregon, where it bears the document/fee/file/instrument/microfilm No. **85-756** (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 **\$5,000.00** to the present owner of the property above described, with interest thereon at a rate not exceeding **15** % per annum, said loan to be secured by the said present owner's **TRUST DEED** (State nature of lien to be given, whether mortgage, trust deed, contract, security agreement or otherwise) (hereinafter called the second party's lien) upon said property and to be repaid within not more than **4** years **days** 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 **30** 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.

CARTER-JONES COLLECTION SERVICE INC.

BY: Kent Pederson
KENT PEDERSON

3 PH 4 37
(Cross out any language opposite which is not pertinent to this transaction)

STATE OF OREGON,

County of _____

ss.

11813

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 _____

KENT PEDERSON

JULY 3,

1986

who being duly sworn, did say that he is the _____ MANAGER

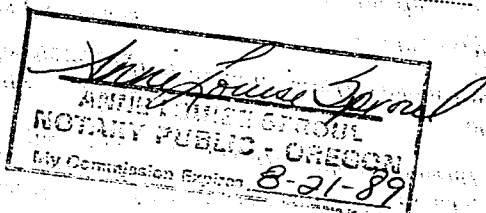
of CARTER-JONES COLLECTION SERVICE INC.
a corporation, and that the seal affixed to the foregoing instrument is the corporate seal of said corporation
and that said instrument was signed and sealed on behalf of said corporation by authority of its Board of
Directors; and he acknowledged said instrument to be its voluntary act and deed. Before me:

(SEAL)

ANNE LOUISE SPROUL

Notary Public for Oregon.

My commission expires AUGUST 21, 1989



SUBORDINATION
AGREEMENT

CARTER-JONES COLLECTION SERVICE INC.

TO

CERTIFIED MORTGAGE COMPANY
AN OREGON CORPORATION

AFTER RECORDING RETURN TO

CERTIFIED MORTGAGE CO.
803 MAIN SUITE 103
KLAMATH FALLS, OR 97601-6048

(DON'T USE THIS
SPACE: RESERVED
FOR RECORDING
LABEL IN COUN-
TIES WHERE
USED.)

Fee \$9.00

STATE OF OREGON,

County of Klamath

ss.

I certify that the within instru-
ment was received for record on the
3rd day of July, 1986,
at 4:37 o'clock P.M., and recorded in
book/reel/volume No. M86, on
page 11812 or as fee/file/instru-
ment/microfilm/reception No. 63383,
Record of Mortgages
of said County.

Witness my hand and seal of
County affixed.

Evelyn Biehn, County Clerk

By _____ Deputy