ATC 30038

Vol. 180 Page 12254

NATIONAL "LIEN SUBORDINATION AGREEMENT

This agreement, made and entered into this 2nd day of July 1986 by and between C P NATIONAL CORPORATION, hereinafter called the first party, and Mellow financial Security ( DEDOCATION ) hereinafter called the second party; WITNESSETH:

On or about <u>Recember 12</u> 19<u>85</u>, <u>Melvin 3 Onwa W nebul</u> being the owner of the following described property in <u>KLAMATH</u> County, Oregon, to wit:

LOT 48, SKYLINE VIEW ADDITION TO KLAMATH FALLS.

Executed and delivered to the first party his EQUIPMENT MORTGAGE /RETAIL INSTALLMENT AGREEMENT, (Herein called first party's lien), on said described property to secure the sum of \$349200, which lien was recorded on resource 1966, in the records of KLAMATH County, Oregon on Page 2985, Volume 11866, 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 \$9,950\$ es to the present owner of the property above described, with interest thereon at a rate not to exceed <math>3/2% per annum, said loan to be secured by 

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 sucessors) and assigns, that the first party's lien on said described property is and shall allways 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 allways, however, that if second party's said lien is not duly filed or recorded, within 30 days efter 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.

-PRESIDENT

IN WITNESS WHEREOF, the undersigned has hereunto set his hand and seal;

STATE OF OREGON

County of Jackbon

C P NATIONAL CORPORATION

Personally appeared the above named Robert L'. Barber Vice-President for C P National Corporation, who acknowledged the foregoing instrument to be a voluntary act and deed.

NOTARY PUBLIC FOR OREGON

My commission expires Sept 17

Ret. A.T.C.

STATE	OF OREGO	: COUNTY OF KLAMATH: ss.
	r record at r July	quest of
		A.D., 19 86 at 10:59 o'clock A M., and duly recorded in Vol. M86 day
FEE	\$9.00	Evelyn Biehn County Clerk
		By Pan Smith