70907   K-39205

TN

THIS AGREEMENT, Made and entered into this...........7th.......day of....January...................., 19..87..,

by and between .....Klamath..First..Federal..Savings..&..Loan..Assn...,

hereinafter called the first party, and......Klamath..First..Federal..Savings..&..Loan..Assn..............................,

hereinafter called the second party; WITNESSETH:

On or about......June..20................, 19..79.., ...EMIL..KENNETH..EMBREY..AND..SHARON..LEE..EMBREY.....

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

SEE ATTACHED

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 $..18,921..60.., which lien was

—Recorded on ....June..20,..............., 19..79.., in the.....Mtg...........Records of......Klamath...............County,

Oregon, in book/reel/volume No.......M79......at page....14542....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 where it bears file No............

Department of Motor Vehicles

....of ....County, Oregon,

and in the office of the...

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 $..78,000.00...........to the present owner of the property above described, with interest thereon at a rate not exceeding.....11.5...% per annum, said loan to be secured by the said present owner's .....Deed..of..Trust...(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 . 10 ~~days~~ years from its date.

<p style="text-align:left; margin-left:0.5em">[vertical left margin text:] (Cross out any language opposite which is not pertinent to this transaction)</p>

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 45 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.

Klamath..First..Federal..Savings..&..Loan..............

BY: *James B. Bocchi* ....

James B. Bocchi, President

Gerald V. Brown ....

Gerald V. Brown, Senior Vice President

STATE OF OREGON, } ss.

County of ....

This instrument was acknowledged before me on ...., 19........, by ....

....

(SEAL)

Notary Public for Oregon
My commission expires ....

STATE OF OREGON, } ss.

County of .... Klamath ....

This instrument was acknowledged before me on .... January 7 ...., 19 87., by ... James D. Bocchi, ...

President & Gerald V. Brown, Senior Vice as President of Klamath First Federal Savings ....

NAME OF CORPORATE OFFICE OR AGENT, PARTNER, TRUSTEE, ETC.

XXX .... and Loan Association ....

NAME OF CORPORATION, PARTNERSHIP, TRUST, ETC.

(SEAL)

Notary Public for Oregon
My commission expires 6/16/88

SUBORDINATION AGREEMENT

Klamath First Federal
....

....

TO

Klamath First Federal
....

....

AFTER RECORDING RETURN TO
Klamath First Federal
540 Main Street
Klamath Falls, OR 97601

(DON'T USE THIS SPACE; RESERVED FOR RECORDING LABEL IN COUNTIES WHERE USED.)

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Order No. K-39205 DESCRIPTION

A parcel of land situated in the SE¼ of Section 30, Township 39 South, Range 10
E.W.M., more particularly described as follows:
Commencing at the quarter section corner common to Sections 29 and 30,
said Township and Range; thence S.0°18'51"W. along the East line of said
Section 30, a distance of 883.9 feet; thence S.89°22'40"W. a distance of 30.0
feet to the West line of Reeder Road and the true point of beginning of this
description; thence S.88°52'20"W. a distance of 1305 feet to the Northeast
corner of parcel described in Volume M79 page 20479, Deed records of Klamath
County, Oregon; thence S.0°18'51"W. along the East line of last mentioned
parcel, a distance of 414.69 feet to the Southeasterly corner thereof; thence
N.47°50'E. a distance of 76.69 feet to a 5/8 inch iron pin; thence
N.82°28'30"E., 1072.00 feet to a 5/8 inch iron pin; thence S.34°30'E., 37.23
feet to a 5/8 inch iron pin; thence N.89°42'E., 124.45 feet to a 5/8 inch iron
pin on the West boundary of Reeder Road; thence N.0°18'51" E. along said road
boundary 356.52 feet to the true point of beginning.

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