

ME-17571-K

Page 17 STEVENS-KESS LAW PUBLISHING CO., PORTLAND, OR. 97204

THIS AGREEMENT, Made and entered into this 11th day of February, 1987, by and between Bank of America NT&SA a National Banking Association hereinafter called the first party, and the United States of America acting through the hereinafter called the second party; WITNESSETH: On or about April 25, 1985, Jaspersen-Edgewood Home Administration, being the owner of the following described land, to-wit: All in Township 37 South Section 4, Range 12 East, T1S71-N, R12E, being the owner of the following described land, to-wit: All in Township 37 South Section 4, Range 12 East, T1S71-N, R12E, Stevens-Ness Law Publishing Co., Portland, OR. 97208

All in Township 37 South, Range 10
 Section 4: SW $\frac{1}{4}$ NW $\frac{1}{4}$, W $\frac{1}{2}$ SW $\frac{1}{4}$
 Section 5: S $\frac{1}{2}$ N $\frac{1}{2}$, and S $\frac{1}{2}$
 Section 7: E $\frac{1}{2}$ SE $\frac{1}{4}$ NE $\frac{1}{4}$
 Section 8: All
 Section 9: W $\frac{1}{2}$, W $\frac{1}{2}$ SE $\frac{1}{4}$, and NE $\frac{1}{4}$ SE $\frac{1}{4}$
 Section 15: SW $\frac{1}{4}$ and S $\frac{1}{2}$ SE $\frac{1}{4}$ and NW $\frac{1}{4}$ SE $\frac{1}{4}$
 Section 16: All
 Section 17: All
 Section 20: DE $\frac{1}{2}$ and N $\frac{1}{2}$ NW $\frac{1}{4}$
 Section 21: W $\frac{1}{2}$ and N $\frac{1}{2}$ NE $\frac{1}{4}$
 Except:

Section 22: E½ and N½NW¼
 Section 23: W½ and W½SE¼
 Section 26: W½ and W½E½
 Section 27: E½ and NW¼
 Section 28: SW¼
 Section 29: SE¼
 Section 34: NE¼NE¼
 Section 35: N½NW¼ and NW¼NE¼

Section 35: N $\frac{1}{2}$ NW $\frac{1}{4}$ and NW $\frac{1}{4}$ NE $\frac{1}{4}$
Excepting therefrom any portion lying within existing roadways, ditches or canals.
cut and delivered to the first party his certain mortgage
sein called the first party's lien) on said
[—Recorded

[illegible]


Cross out any language opposite which is not pertinent to his transaction)

[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 \$ 500,000.00 to the present owner of the property above described, with interest thereon at a rate not exceeding 9.00 % per annum, said loan to be secured by the said present owner's mortgage (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 forty (40) days from its date. To induce the second party to make the loan last mentioned, the first party has consented to subordinate first party's said lien to the lien about to be made by the second party. NOW, THEREFORE, for value received, the first party consents to subordinate first party's said lien to the lien about to be made by the second party.

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.

Bank of America NT&S

Bank of America NT&SA
North Valley Special Credits #1492
by: 
Jack Stephens, Vice President

CORPORATE ACKNOWLEDGMENT

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State of California

County of Butte

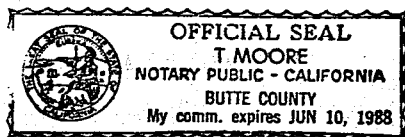
S.S.

On this 11 day of February, in the year 1987, before me T. Moore, a Notary Public in and for the said County, personally appeared Jack Stephens

Vice President

☒ personally known to me ☐ proved to me on the basis of satisfactory evidence to be the person(s) who executed the within instrument as Vice President or on behalf of the Corporation herein named and acknowledged to me that the Corporation executed it.

(SEAL)



P-169x 10-82 (Rev.)

WITNESS my hand and official seal,

Moore

Notary Public in and for the Butte County and State.

My commission expires 6-10, 19 87

who being duly sworn, did say that he is the

of 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)

Notary Public for Oregon.

My commission expires

SUBORDINATION AGREEMENT

260110U 10: VII

260110U 12: 260110U 10: VII

260110U 14: 260110U 10: VII

260110U 16: 260110U 10: VII

260110U 18: 260110U 10: VII

260110U 20: 260110U 10: VII

260110U 22: 260110U 10: VII

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260110U 42: 260110U 10: VII

260110U 44: 260110U 10: VII

260110U 46: 260110U 10: VII

260110U 48: 260110U 10: VII

260110U 50: 260110U 10: VII

AFTER RECORDING RETURN TO

Bank of America NT & SA
No. Valley Special Cr #1492
PO Box 1289
Chico, CA 95927
ATTN: JACK STEPHENS

Fee/ \$9.00

STATE OF OREGON,

County of Klamath

SS.

I certify that the within instrument was received for record on the 11th day of March, 1987, at 4:22 o'clock P.M., and recorded in book M87 on page 3940 or as file/reel number 72258 Record of Mortgages of said County.

Witness my hand and seal of County affixed.

Evelyn Biehn, County Clerk

By [Signature] Recording Officer.

By [Signature] Deputy.