

MTC 17256-K

72576

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THIS AGREEMENT, Made and entered into this 17th day of March, 1987, by and between PACIFIC POWER AND LIGHT COMPANY

hereinafter called the first party, and STATE OF OREGON, represented and acting by the Director of Veterans Affairs hereinafter called the second party; WITNESSETH:

On or about September 5, 1979, DOUGLAS A. and GLORIA M. STOREY

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

Lot 2 of POOLE HOME SITES, 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 Weatherization Mortgage (herein called the first party's lien) on said described property to secure the sum of \$ 1,026.00, which lien was (State whether mortgage, trust deed, contract, security agreement or otherwise)

—Recorded on April 18, 1980, in the Mortgage Records of Klamath County, Oregon, in book M80 at page 7352 thereof or as file/reel number (indicate which);

—Filed on , 19 , in the office of the County, Oregon, where it bears the file/reel No. of (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. and in the office of the Department of Motor Vehicles where it bears file No. (State Title) of County, Oregon, where it bears the file/reel 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 \$ 2,350.00 *variable to the present owner of the property above described, with interest thereon at a rate not exceeding 10.5 %/per annum, said loan to be secured by the said present owner's Note and Mortgage (hereinafter called the second party's lien) upon said property and to be repaid within not more than 22 ~~days~~ years 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 10 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.

BY: 
PACIFIC POWER AND LIGHT

87 MAR 29 PM 3 36

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

STATE OF OREGON,

4667

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.

March 17

, 19 87

Personally appeared Dale Forasse

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

of Pacific Power & Light

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)

Diane K. Reeves

Notary Public for Oregon.

My commission expires

5/22/90

SUBORDINATION AGREEMENT

TO

AFTER RECORDING RETURN TO

MTC

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

Fee; \$9.00

STATE OF OREGON,

County of Klamath

ss.

I certify that the within instrument was received for record on the 20th day of March, 19 87, at 3:36 o'clock P. M., and recorded in book M87 on page 4666 or as file/reel number 72576, Record of Mortgages of said County.

Witness my hand and seal of County affixed.

Evelyn Biehn, County Clerk

Recording Officer.

By *Am. In. Co.* Deputy.