

RECORDING REQUESTED BY

74369

AND WHEN RECORDED MAIL TO

NAME Kerry Penn  
ADDRESS Eli Property Company  
18840 Ventura Blvd., #210  
CITY & STATE Tarzana, Ca. 91356

ATE 30794

Vol. 1881 Page: 7899

SPACE ABOVE THIS LINE FOR RECORDER'S USE

1-12494

### SUBORDINATION AGREEMENT

NOTICE: THIS SUBORDINATION AGREEMENT RESULTS IN YOUR SECURITY INTEREST IN THE PROPERTY BECOMING SUBJECT TO AND OF LOWER PRIORITY THAN THE LIEN OF SOME OTHER OR LATER SECURITY INSTRUMENT.

THIS AGREEMENT, made this 14th day of April, 1987, by KERRY PENN. doing business as Eli Property Company, owner of the land hereinafter described and hereinafter referred to as "Owner", and DONALD M. LEFLER and PHYLLIS E. LEFLER, as tenants by the entirety, present owner and holder of the deed of trust and note first hereinafter described and hereinafter referred to as "Beneficiary";

### WITNESSETH

THAT WHEREAS, KERRY PENN. doing business as Eli Property Company did execute a deed of trust, dated April 14, 1987, to ASPEN TITLE & ESCROW, INC., as trustee, covering:

Lot 13, Block 3, TWIN RIVER VIEW, in the County of Klamath, State of Oregon.

to secure a note in the sum of \$20,000.00, dated April 14, 1987, in favor of DONALD M. LEFLER and PHYLLIS E. LEFLER, as tenants by the entirety, which deed of trust was recorded concurrently herewith, in book M 87 page 7897, Official Records of said county; and

WHEREAS, Owner has executed, or is about to execute, a deed of trust and note in the sum of \$ Construction loan, dated when drawn, subsequent to date of this document, in favor of Lender, hereinafter referred to as "Lender", payable with interest and upon the terms and conditions described therein, which deed of trust is to be recorded concurrently herewith; and

WHEREAS, it is a condition precedent to obtaining said loan that said deed of trust last above mentioned shall unconditionally be and remain at all times a lien or charge upon the land hereinbefore described, prior and superior to the lien or charge of the deed of trust first above mentioned; and

WHEREAS, Lender is willing to make said loan provided the deed of trust securing the same is a lien or charge upon the above described property prior and superior to the lien or charge of the deed of trust first above mentioned and provided that Beneficiary will specifically and unconditionally subordinate the lien or charge of the deed of trust first above mentioned to the lien or charge of the deed of trust in favor of Lender; and

WHEREAS, it is to the mutual benefit of the parties hereto that Lender make such loan to Owner; and Beneficiary is willing that the deed of trust securing the same shall, when recorded, constitute a lien or charge upon said land which is unconditionally prior and superior to the lien or charge of the deed of trust first above mentioned.

NOW, THEREFORE, in consideration of the mutual benefits accruing to the parties hereto and other valuable consideration, the receipt and sufficiency of which consideration is hereby acknowledged, and in order to induce Lender to make the loan above referred to, it is hereby declared, understood and agreed as follows:

- (1) That said deed of trust securing said note in favor of Lender, and any renewals or extensions thereof, shall unconditionally be and remain at all times a lien or charge on the property therein described, prior and superior to the lien or charge of the deed of trust first above mentioned.
- (2) That Lender would not make its loan above described without this subordination agreement.
- (3) That this agreement shall be the whole and only agreement with regard to the subordination of the lien or charge of the deed of trust first above mentioned to the lien or charge of the deed of trust in favor of Lender above referred to and shall supersede and cancel, but only insofar as would affect the priority between the deeds of trust hereinbefore specifically described, any prior agreements as to such subordination including, but not limited to, those provisions, if any, contained in the deed of trust first above mentioned, which provide for the subordination of the lien or charge thereof to another deed or deeds of trust or to another mortgage or mortgages.

Beneficiary declares, agrees and acknowledges that

- (a) He consents to and approves (i) all provisions of the note and deed of trust in favor of Lender above referred to, and (ii) all agreements, including but not limited to any loan or escrow agreements, between Owner and Lender for the disbursement of the proceeds of Lender's loan;
- (b) Lender in making disbursements pursuant to any such agreement is under no obligation or duty to, nor has Lender represented that it will, see to the application of such proceeds by the person or persons to whom Lender disburses such proceeds and any application or use of such proceeds for purposes other than those provided for in such agreement or agreements shall not defeat the subordination herein made in whole or in part;
- (c) He intentionally and unconditionally waives, relinquishes and subordinates the lien or charge of the deed of trust first above mentioned in favor of the lien or charge upon said land of the deed of trust in favor of Lender above referred to and understands that in reliance upon, and in consideration of, this waiver, relinquishment and subordination specific loans and advances are being and will be made and, as part and parcel thereof, specific monetary and other obligations are being and will be entered into which would not be made or entered into but for said reliance upon this waiver, relinquishment and subordination; and
- (d) An endorsement has been placed upon the note secured by the deed of trust first above mentioned that said deed of trust has by this instrument been subordinated to the lien or charge of the deed of trust in favor of Lender above referred to.

NOTICE: THIS SUBORDINATION AGREEMENT CONTAINS A PROVISION WHICH ALLOWS THE PERSON OBLIGATED ON YOUR REAL PROPERTY SECURITY TO OBTAIN A LOAN A PORTION OF WHICH MAY BE EXPENDED FOR OTHER PURPOSES THAN IMPROVEMENT OF THE LAND.

*Donald M. Lefler*  
Donald M. Lefler Beneficiary

*Phyllis E. Lefler*  
Phyllis E. Lefler Beneficiary

Phyllis E. Lefler

Kerry Penn, doing business as  
Eli Property Company

Owner

(All signatures must be acknowledged)

MAY 9 AM 10 36

Through the courtesy of -  
**Fidelity National Title**  
INSURANCE COMPANY

STATE OF ~~CALIFORNIA~~ OREGON  
County of Klamath ss.

(Acknowledgement)

On this 29 day of April, in the year 1987, before me, Bonnie M. Kircher  
a Notary Public in and for the said County and State, residing therein, duly commissioned and sworn, personally  
appeared Donald M. Lefler and Phyllis E. Lefler

personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s):  
☒ INDIVIDUAL) Whose name is subscribed to this instrument, and acknowledged  
that ~~he~~ (she or they) executed it.

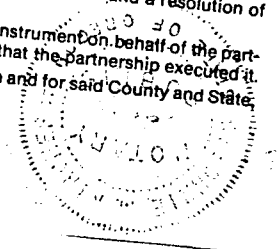
☐ CORPORATION)

☐ PARTNERSHIP)

Who executed the within instrument as \_\_\_\_\_ president and  
\_\_\_\_\_ secretary, on behalf of the corporation therein named, and  
acknowledged to me that such corporation executed the within  
instrument pursuant to its articles and by-laws and a resolution of  
its Board of Directors.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, in and for said County and State,  
the day and year first above written.

Bonnie M. Kircher  
Notary Public in and for said County and State of California Oregon  
My commission expires: 11.5.90  
CD-15



STATE OF OREGON: COUNTY OF KLAMATH: ss.

Filed for record at request of \_\_\_\_\_  
of May A.D., 19 87 at Aspen Title Company the 8th day  
of Mortgages at 10:36 o'clock A.M., and duly recorded in Vol. M87  
on Page 7899.

FEE \$13.00

Evelyn Biehn, County Clerk  
By [Signature]