

三

219

WILLIAM LIEB SUBSTITUTION AGREED

This agreement, made and entered into this 1st day of June, 1987
by and between C P NATIONAL CORPORATION, hereinafter called the first
party, and Khouth First National Bank & Trust,
hereinafter called the second party, WITNESSETH:

On or about August 1, 1981, Lloyd & Lolita Blaffert
being the owner of the following described property in Clatsop
County, Oregon, to wit:

LOT 1 OF BLOCK 9, NORTH HILLS ADDITION
TO Klamath Falls, Klamath County, Oregon

Executed and delivered to the first party his "EQUIPMENT MORTGAGE /RETAIL INSTALLMENT AGREEMENT", (hereinafter called first party's Item), on said described property to secure the sum of \$ 2,300.00, which Item was recorded on September 24, 19⁶⁹, in the records of Clatskanie County, Oregon on Page 15516, Volume 1105.
Book 1969-1.

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 \$ 51,000⁰⁰ to the present owner of the property above described, with interest thereon at a rate not to exceed 11 1/4 % per annum, said loan to be secured by the said present owners Deed of Trust (hereinafter after called the second party's lien), upon said property and to be repaid within not more than 30 years from its date.

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 take the
lien aforesaid, C P NATIONAL CORPORATION assigns, hereby conveys,
consents and agrees to and with the second party, his personal
representative for successors and assigns, that the first party's
lien on said described property is and shall always be subject and
subordinate to the lien above 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 always, however, that
if second party's said lien is not duly filed or recorded, within
30 days after 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 exceptions as well as to individuals.

In witness whereof, the undersigned do hereto set his hand and seal:

Pitcairn

卷之三

三〇

County of Linton

Book 1 13 27

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

David L. Jester

contests entries April 1 1971

10094

ATT. HFFER L
BOL 5278
HFC

STATE OF OREGON COUNTY OF Klamath

Filed for record & copies of Laytonville Company
of June A.D. 1957 at 20-08 o'clock A.M. and copy recorded in Vol. 1957 on
of RECORDED on Page 10094

FEE \$9.00

By Franklin Shaffer, County Clerk