

82799 100: 210 00 day of December, 1987

THIS AGREEMENT, Made and entered into this 7th day of December, 1987, by and between Pacific Power and Light Company, hereinafter called the first party, and Klamath First Federal Savings and Loan Association, hereinafter called the second party; WITNESSETH:

On or about February 7, 1979, Kay M. Whaley, being the owner of the following described property in Klamath County, Oregon, to-wit:

Lots 11 and 12 in Block 22 of Second Addition to the City of Klamath Falls, according to the official plat thereof on file in the office of the County Clerk, Klamath County, Oregon.

VEHEEMENTIAL  
SUBORDINATION

Weatherization Mortgage

executed and delivered to the first party his certain (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 \$1000.10, which lien was recorded on September 10, 1979, in the Mortgage Records of Klamath County, Oregon, in Book 1007, volume No. M79 at page 21470 thereof or as otherwise by the first party.

Created by a security agreement, notice of which was given by the first party to the Secretary of State, Department of Motor Vehicles, Klamath County, Oregon, and in the office of the County Clerk, Klamath County, Oregon, where it bears the document, file, instrument, interest, etc. 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 \$16,700.00 to the present owner of the property above described, with interest thereon at a rate not exceeding 10.00% per annum, said loan to be secured by the said present owner's Trust Deed (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 14 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 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.

Pacific Power and Light Company by:

by: Dale Foresee

STATE OF OREGON,

County of Klamath

ss.

DATE: 09/16/87

22787



This instrument was acknowledged before me on \_\_\_\_\_, 19 87, by \_\_\_\_\_

IN WITNESS WHEREOF, I have hereunto set my hand and seal of office, this \_\_\_\_\_ day of \_\_\_\_\_, 1987.

(SEAL) \_\_\_\_\_ Notary Public for Oregon  
My commission expires \_\_\_\_\_

STATE OF OREGON,

County of Klamath

ss.

This instrument was acknowledged before me on December 9, 1987, by \_\_\_\_\_

Dale Foresee, as Klamath Falls District Manager  
of Pacific Power and Light Company

(SEAL)

Dane K. Reeves  
Notary Public for Oregon

My commission expires 5/23/90

### SUBORDINATION AGREEMENT

CONVEYANCE TO:  
TO THE OFFICER OF THE RECORDS  
TO BE IN BOOK 22787

AFTER RECORDING RETURN TO:

Klamath Falls Journal  
540 Main St.  
Klamath Falls, OR 97601

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

Fee: \$10.00

STATE OF OREGON,  
County of Klamath

ss.

I certify that the within instrument was received for record on the 22nd day of December, 1987, at 2:45 o'clock P.M., and recorded in book/reel/volume No. M87, on page 22786 or as fee/file/instrument/microfilm/reception No. 82799.

Record of Mortgages  
of said County.

Witness my hand and seal of County affixed.

Evelyn Biehn, County Clerk

By \_\_\_\_\_ Deputy