MTC 18851

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SUBORDINATION AGREEMENT

Date: 12/2/87

Lender: CHETCO FEDERAL CREDIT UNION, P. O. Box 1197, Brookings, Oregon 97415

Borrower: DON R. MC NEELY AND KATHLEEN A. MC NEELY, husband and wife,

Original Borrower: Wilma C. Emert

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Subordinator: Stephen Lenardo Ρ.

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Subject Property: SEE EXHBIIT "A" ATTACHED HERETO AND BY THIS REFERENCE

Original recording information: Trust Deed with Richard D. Emert and Wilma C. Emert as Grantors and William A. Fenzel and Jacklene C. Fenzel as Beneficiaries, recorded October 12, 1983 in Volume M83, page 17513, Klamath County Records, Oregon, and later the Beneficial Interest was assigned to Stephen Lenardo. The undersigned Subordinator hereby certifies to and agrees with the Lender as follows:

1. Subordinator is a lender to the Borrower in the amount

2. Subordinator acknowledges that the Borrower is presently borrowing or proposes in the future to borrow from the

To induce the Lender to continue its loans to or to enter 3. into future credit accommodations and loans with the Borrower, Subordinator agrees that any and all indebtedness and/or liability of the Borrower to the Subordinator, together with the payment thereof by the Borrower, shall hereafter be and is subordinated and postponed to the prior payment and satisfaction in full of all the present obligations between the Borrower and the Lender, including any renewals or extensions.

The subordination created hereunder shall continue until 4. all liabilities of the Borrower to the Lender are paid and satisfied in full, notwithstanding the insolvency, bankruptcy, liquidation, dissolution, or the like, of the Borrower. Subordinator hereby waives any notice of default between the Borrower and the Lender and agrees that the Lender may proceed, at his sole and absolute discretion, in any manner it deems appropriate for the collection of the liabilities of the Borrower to the Lender. The failure of or forebearance of the Lender to enforce any rights it may have

Subordination Agreement

É._ 923 against the Borrower shall have no effect upon the agreements herein of any Subordinator. 5. This agreement may be amended or the provisions herein waived only with the written consent of the Lender. 6. 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 IN WITNESS WHEREOF, the undersigned has hereunto set his hand and seal, as of the day and year first above written. SUBORDINATOR Lenardo STATE OF OREGON County of KLAMATH On this 30th day of December . 198 7, the above named personally appeared before me and acknowledged the foregoing instrument to be <u>his</u> voluntary act and deed. ant Managaran Angaran 1107/10-65 My commission expires: 1/28/9/ Notary Public When recorded, mail to: CHETCO, FEDERAL CREDIT UNION P. O. Box 1197 Brookings, Oregon 97415

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Order No.: 18851

EXHIBIT "A" LEGAL DESCRIPTION

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