

IN

85307

ASPEN S-32080

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THIS AGREEMENT, Made and entered into this 11 day of March, 1988,  
 by and between PACIFIC POWER & LIGHT COMPANY,  
 hereinafter called the first party, and HIGHLAND COMMUNITY FEDERAL CREDIT UNION,  
 hereinafter called the second party; WITNESSETH:  
 On or about August 29, 1979, WILLIE MUSE  
 being the owner of the following described property in Klamath County, Oregon, to-wit:

Lot 6, Block 1, CASCADE PARK, in the County of Klamath, State of Oregon.

executed and delivered to the first party his certain Mortgage  
 (herein called the first party's lien) on said described property to secure the sum of \$1,932.50, which lien was  
 —Recorded on January 14, 1980, in the Mortgage Records of Klamath County,  
 Oregon, in book/~~1857500000~~ No. M-80 at page 740 thereof ~~as recorded in the public instrument/~~  
 —Filed on \_\_\_\_\_, 19\_\_\_\_, in the office of the \_\_\_\_\_ of  
 \_\_\_\_\_ County, Oregon, where it bears the document/fee/file/instrument/microfilm No. \_\_\_\_\_  
 (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  
 and in the office of the Department of Motor Vehicles where it bears file No. \_\_\_\_\_  
 where it bears the document/fee/file/instrument/microfilm 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 \$7,444.44 to the present owner of the property above  
 described, with interest thereon at a rate not exceeding 12% per annum, said loan to be secured by the said  
 present owner's Trust Deed and Note (hereinafter called the  
 second party's lien) upon said property and to be repaid within not more than 3 years from its date.

To induce the second party to make the loan last mentioned, the first party heretofore has agreed and con-  
 sented 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 30 days after the date hereof, this sub-  
 ordination 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 im-  
 pair 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 cor-  
 poration, 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 & LIGHT CO.

BY: [Signature]

Dale Foresee

3120

STATE OF OREGON,

County of \_\_\_\_\_

ss.

3750

, 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 14, 1988

Personally appeared Dale Foresee \_\_\_\_\_

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

of Pacific Power

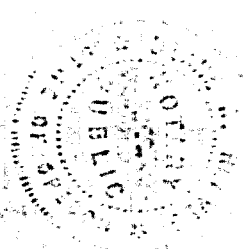
a corporation, and that the seal affixed to the foregoing instrument is the corporate seal of said corporation and that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors; and he acknowledged said instrument to be its voluntary act and deed. Before me:

(SEAL)

Notary Public for Oregon.

My commission expires 5/22/90

Dale K. Reeves



### SUBORDINATION AGREEMENT

TO

AFTER RECORDING RETURN TO

OK

(DON'T USE THIS  
SPACE: RESERVED  
FOR RECORDING  
LABEL IN COUN-  
TIES WHERE  
USED.)

Fee: \$10.00

STATE OF OREGON,

County of Klamath \_\_\_\_\_

ss.

I certify that the within instru-  
ment was received for record on the  
16th day of March, 1988,  
at 3:01 o'clock P.M., and recorded  
in book/reel/volume No. M88  
on page 3749 or as document/fee/file/  
instrument/microfilm No. 85307,  
Record of Mortgages  
of said County.

Witness my hand and seal of  
County affixed.

Evelyn Biehn, County Clerk

NAME

TITLE

By Pam Smith Deputy