

IN 91567

Vol. m88 Page 15350  
day of September 1988

THIS AGREEMENT, Made and entered into this 15 day of September 1988 by and between TRENDWEST INC., an Oregon Corporation hereinafter called the first party, and Klamath First Federal Savings and Loan Association hereinafter called the second party, WITNESSETH:  
On or about September 22, 1986, Steven Frey and Penny Frey, husband and wife, being the owner of the following described property in Klamath County, Oregon, to-wit:

SEE ATTACHED LEGAL DESCRIPTION

VEBEEWEM  
SUBORDINATION

executed and delivered to the first party his certain Mortgage and Note (herein called the first party's lien) on said described property to secure the sum of \$ 25,000.00, which lien was Recorded on September 24, 1986, in the Microfilm Records of Klamath County, Oregon, in book/fee/volume No. m86 at page 17273 thereof or as document/fee/file/instrument, microfilm No. 66331 (indicate which); Filed on September 19, 1986, in the office of the 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 September 19, 1986, of a financing statement in the office of the Oregon Secretary of State and in the office of the Oregon 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 \$ 129,600.00 to the present owner of the property above described, with interest thereon at a rate not exceeding 11 3/4 % per annum, said loan to be secured by the said present owner's TRUST DEED AND NOTE (State nature of lien to be given, whether mortgage, trust deed, contract, security agreement or otherwise) (hereinafter called the second party's lien) upon said property and to be repaid within not more than 30 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.

TRENDWEST INC., an Oregon Corporation  
By- [Signature] Pres.  
By-

88 SEP 14 PM 3 50

(Cost out any language opposite which is not pertinent to this transaction)

STATE OF OREGON

15351

STATE OF OREGON,

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

ss.

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

19\_\_\_\_

by \_\_\_\_\_

(SEAL)

Notary Public for Oregon  
My commission expires \_\_\_\_\_

STATE OF OREGON, ONE for \_\_\_\_\_

County of Klamath

ss.

This instrument was acknowledged before me on September 15, 1988, by \_\_\_\_\_

L.A. Kent

President

Scendust, Inc.

NAME OF CORPORATE OFFICE OR AGENT, PARTNER, TRUSTEE, ETC.

NAME OF CORPORATION, PARTNERSHIP, TRUST, ETC.

(SEAL)

Beverly J. Ensor  
BEVERLY J. ENSOR  
NOTARY PUBLIC-OREGON  
My Commission Expires 4-23-91

Notary Public for Oregon  
My commission expires \_\_\_\_\_

SUBORDINATION AGREEMENT

TO

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

STATE OF OREGON,  
County of \_\_\_\_\_

ss.

I certify that the within instrument was received for record on the \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_, at \_\_\_\_\_ o'clock \_\_\_\_\_ M., and recorded in book/reel/volume No. \_\_\_\_\_, on page \_\_\_\_\_, or as fee/file/instrument/microfilm/reception No. \_\_\_\_\_.

Record of \_\_\_\_\_ of said County. Witness my hand and seal of \_\_\_\_\_ County affixed.

NAME \_\_\_\_\_ TITLE \_\_\_\_\_  
By \_\_\_\_\_ Deputy

AFTER RECORDING RETURN TO:  
1st Federal S.H.  
540 Main St. Inc.  
Klamath Falls OR  
97601

15352

Order No.: 20361

EXHIBIT "A"  
LEGAL DESCRIPTION

A tract of land situated in the SE1/4 SW1/4 of Section 27 and the N1/2 NW1/4 of Section 34, Township 39 South, Range 10 East of the Willamette Meridian, Klamath County, Oregon, more particularly described as follows:

Beginning at a point on the South line of said N1/2 NW1/4 from which the N1/16 corner common to Sections 33 and 34 bears North 89 degrees 41' 12" West 856.00 feet; thence South 89 degrees 41' 12" East 1788.27 feet, more or less, to the C-N 1/16 corner of said Section 34; thence North 00 degrees 11' 46" East 1328.20 feet to the 1/4 corner common to said Sections 27 and 34; thence North 00 degrees 15' 32" East, on the North-South center section line of said Section 27, 358.00 feet; thence North 89 degrees 38' 24" West parallel to the South line of said Section 27, 392.85 feet to the Southeastly right-of-way line of the F-1 Lateral; thence Southerly and Westerly along said right-of-way line 2057 feet, more or less, to a point North of the point of beginning; thence South 711.34 feet to the point of beginning, with bearings based on Survey No. 3379, as filed in the office of the Klamath County Surveyor.

TOGETHER WITH that ingress and egress easement described in instrument recorded August 19, 1986 in Volume M86 at page 14878, Microfilm Records of Klamath County, Oregon.

Tax Account No.: 3910 03400 00401  
3910 00000 03201

STATE OF OREGON: COUNTY OF KLAMATH. ss.

Filed for record at request of Mountain Title Co.  
of Sept. A.D. 19 88 at 3:50 o'clock P.M., and duly recorded in Vol. M88  
of Mortgages on Page 15350  
By Evelyn Biehn County Clerk  
By Pauline Mullins

FEE \$18.00