

TN

92912

ESS 213.00

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THIS AGREEMENT, Made and entered into this 22nd day of September, 1988,
by and between City of Klamath Falls, a municipal corporation
hereinafter called the first party, and South Valley State Bank
hereinafter called the second party; WITNESSETH:
On or about April 1, 1987, MONTI'S CONSTRUCTION, INC.
being the owner of the following described property in Klamath County, Oregon, to-wit:

PARCEL 1: Lots 7, 8, 9 and 10, Block 63, LAKEVIEW ADDITION to the City of Klamath Falls,
according to the official plat thereof on file in the office of the County Clerk of Klamath
County, Oregon.

Tax Account #3809-029BA-06000. & 6100

PARCEL 2: Lot 11, Block 63, LAKEVIEW ADDITION to the City of Klamath Falls, according to
the official plat thereof on file in the office of the County Clerk of Klamath County, Oregon.

Tax Account #3809-029BA-05900.

executed and delivered to the first party his certain Trust Deed
(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 \$22,000.00, which lien was
October 9, 1987, in the Microfilm Records of Klamath County,

Recorded on Oregon, in ~~XXXXXX~~ volume No. M87 at page 18401 thereof or as document/fee/file/instrument/
microfilm No. (indicate which);

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 where it bears file No.
and in the office of the of County, Oregon,
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 \$ 210,000.00 to the present owner of the property above
described, with interest thereon at a rate not exceeding Prime + 3% (variable rate) per annum, said loan to be secured by the said
present owner's Trust Deed (hereinafter called the

second party's lien) upon said property and to be repaid within not more than 1 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.

County of
STATE OF OREGON

CITY OF KLAMATH FALLS

X by: James H. Keller

STATE OF OREGON,

County of _____

ss.

CITY OF KLAMATH FALLS

This instrument was acknowledged before me on _____, 19____, by _____

(SEAL)

Notary Public for Oregon

My commission expires _____

STATE OF OREGON,

County of _____

Klamath

ss.

This instrument was acknowledged before me on September 27, 1988, by _____

James R. Keller

City Manager

as

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

of the City of Klamath Falls, Oregon.

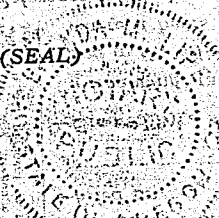
NAME OF CORPORATION, PARTNERSHIP, TRUST, ETC.

(SEAL)

Notary Public for Oregon

My commission expires 1-13-91

Brenda M. Lipe

SUBORDINATION
AGREEMENT

City of K. Falls

South Valley State Bank

Mountain Title Company

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

STATE OF OREGON,
County of Klamath

ss.

I certify that the within instrument was received for record on the 21st day of Oct., 1988 at 9:39 o'clock A.M., and recorded in book/reel/volume No. M88, on page 17706 or as fee/file/instrument/microfilm/reception No. 92912, Record of Mortgages of said County.

Witness my hand and seal of _____ County affixed.

Evelyn Biehn, County Clerk
NAME TITLE

By _____ Deputy

Fee \$13.00