

The Bank of America National Trust and Savings Association (hereinafter referred to as "B of A") is the owner and holder of the following-described instrument(s) executed by JESPERSEN-EDGEWOOD, INC. (called the "Borrower") of Klamath County, Oregon: (1) Mortgage, dated April 25, 1985, recorded April 25, 1985 in the Microfilm Records of Klamath County, Oregon at Volume M85, page number 6064 and (2) Financing Statement recorded April 26, 1985 in the Microfilm Records of Klamath County, Oregon at Volume M85, page number 6077.

AND JELD-WEN, Inc. (called the "Buyer") has agreed to purchase certain property from "Borrower", the proceeds of which will be used to improve B of A's position with respect to the above-mentioned Mortgage.

THEREFORE, in consideration of Buyer's agreement to purchase such property from Borrower, B of A (1) consents to the Borrower's transfer of an easement in favor of Buyer over and across the real property which is subject to the above-mentioned Mortgage, and (2) agrees to and does subordinate in favor of the Buyer and its successors and assigns its liens or security interests created or evidenced by the above-described instrument(s) insofar as they cover the following-described property:

The West 100 feet of the real property lying north of Swan Lake Road and located in the NW 1/4 of Section 20; the East 100 feet of the real property lying north of Swan Lake Road and located in the NE 1/4 of Section 19; the West 100 feet of the W 1/2 of Section 17; the East 100 feet of the SE 1/4 of Section 18; the East 100 feet of the NE 1/4 of the NE 1/4 of Section 18; the North 100 feet of the NE 1/4 of SE 1/4 of Section 18; the South 100 feet of the SE 1/4 of the NE 1/4 of Section 18; the SW 1/4 of the NE 1/4 of Section 18; the W 1/2 of the NW 1/4 of Section 17; the W 1/2 of the NW 1/4 of the NW 1/4 of Section 17; the W 1/2 of the SW 1/4 of Section 8; the S 1/2 of the NW 1/4 of Section 8; and the W 1/2 of the W 1/2 of the SW 1/4 of the NE 1/4 of Section 8. All of the foregoing being located in Township 37 South, Range 10 East of the Willamette Meridian, Klamath County, Oregon.

Together with a perpetual non-exclusive easement over, under and across the existing roadways and driveways and the real property lying within 10 feet on either side thereof located upon the following described real property of Seller:

The West 100 feet of the real property lying north of Swan Lake Road and located in the NW 1/4 of Section 20; the East 100 feet of the real property lying north of Swan Lake Road and located in the NE 1/4 of Section 19; the West 100 feet of the W 1/2 of Section 17; the East 100 feet of the SE 1/4 of Section 18; the East 100 feet of the NE 1/4 of the NE 1/4 of Section 18; the North 100 feet of the NE 1/4 of SE 1/4 of Section 18; the South 100 feet of the SE 1/4 of the NE 1/4 of Section 18; the SW 1/4 of the NE 1/4 of Section 18; the W 1/2 of the NW 1/4 of Section 17; the W 1/2 of the NW 1/4 of the NW 1/4 of Section 17; the W 1/2 of the SW 1/4 of Section 8; the S 1/2 of the NW 1/4 of Section 8; and the W 1/2 of the W 1/2 of the SW 1/4 of the NE 1/4 of Section 8.

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the SE 1/4 of the NE 1/4 of Section 18; The SW 1/4 of the NE 1/4 of Section 18; the W 1/2 of the NW 1/4 of the NW 1/4 of Section 17; the W 1/2 of the SW 1/4 of Section 8; the S 1/2 of the NW 1/4 of Section 8; and the W 1/2 of the W 1/2 of the SW 1/4 of the NE 1/4 of Section 8. All of the foregoing being located in Township 37 South, Range 10 East of the Willamette Meridian, Klamath County, Oregon, (the "Easement").

Buyer, Buyer's agents, independent contractors, invitees, successors and assigns are hereby granted the right to use the Easement for access to and from, and such Easement shall be appurtenant to, the real property described in Exhibits "A" and "B" which are attached hereto and hereby incorporated by reference, and the forgoing shall have the right to improve, reconstruct, maintain and repair such roadways and to locate any and all utility services immediately adjacent thereto.

Buyer agrees to indemnify and defend Seller from any loss, claim or liability to Seller arising in any manner, excepting Seller's negligent acts of omissions, out of Buyer's use of the Easement. Buyer shall pay for any merchantable timber or other property of Seller damaged by Buyer's use of the Easement.

IN WITNESS WHEREOF, Bank of America National Trust and Savings Association has caused this subordination to be signed on the 9th day of February, 1989.

BANK OF AMERICA NATIONAL TRUST  
AND SAVINGS ASSOCIATION

WITNESS: \_\_\_\_\_

BY [Signature]

TITLE Assistant Vice President

STATE OF California )

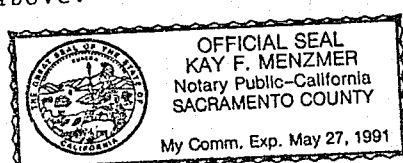
ss.

County of Sacramento )

On this 9th day of February, 1989, before me, the subscriber, a Notary Public, in and for the above county and State, appeared F. Sullivan, known to me to be the Assistant Vice President of Bank of America National Trust and Savings Association, and the person who executed the same as the free act and deed of Bank of America National Trust and Savings Association, for the uses and purposes mentioned on it.

IN WITNESS WHEREOF, I have set my hand and seal at Rancho Cordova, California the day and year listed above.

(Seal)



Kay F. Menzmer (Signature)  
Authorized Officer

(Title)

My Commission expires: May 27, 1991

RETURN: MIT

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STATE OF OREGON: COUNTY OF KLAMATH: ss.

Filed for record at request of Mountain Title Co. the 23rd day of Feb. A.D., 19 89 at 2:59 o'clock P.M., and duly recorded in Vol. M89, of Mortgages on Page 3315.  
Evelyn Biehn, County Clerk  
By [Signature]

FEE \$13.00