THIS AGREEMENT, Made and entered into this 22nd day of September , 1989 by and between Mexican. K. Miller, Pension S. Profit Plan hareinafter called the first party, and Klamath First Rederal Savings and Loan Association hereinafter called the second party; WiT N E S E T H . On or about ARXIL 22	[™] 6560	Vol. <u>ms9</u> Page 19770 .
interinater called the second party; Wil T. N. E. S. E. T. H. On or about. LART. 1. 22., 1985., V&B. Real. Estate, a partnership , being the owner of the tollowing described property in Xlamath	by and between Merleyn K. Miller, Pension	this 22nd day of September , 1989 & Profit Plan
SEE ATTACHED "EXHIBIT A" FOR LEGAL DESCRIPTION Mortgage	hereinafter called the second party; WITNESSE	TH:
Este whether motigon, that deed, contest, specify agreement or otherwise) ACCUMENTATION **CONTROLLED** **CO		- 1 - AP -
EXECUTED BY ALOW MOTT age Description		
***Counted and delivered to the first party his certain.** **Mortgage** Therein called the first party's lien) on said described property to secure the sum of \$2.200.00		하게 하는 것이 되었다. 보통 -) 보통 경영소리를 하고 있는 것이 있다. 그 것이 있는 것이 없는 것이 없는 것이 없다. 그 것이 있는 것이 없는 것이 것
EXECUTE A STATE OF THE STATE OF		그리는 회사 물을 수 있는 것들은 아니는 그는 그 그 그리는 그 그리는 것이 없는 것이다.
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Reference to the document so recorded or filed hereby is made. The first party has never sold or assigned his said I and at all times since the date thereof has been and now is the owner and holder thereof and the debt thereby secund at the second party is about to loan the sum of \$2.50.000.00		XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX
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The second party is about to loan the sum of \$.250.000.00	Reference to the document so recorded or filed hereby i	is made. The first party has never sold or assigned his said lie
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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 last aforesaid, the first party, for himself, his personal representatives (or successors) and assigns, hereby covenations and agrees to and with the second party, his personal representatives (or successors) and assigns, that said first party's lien on said described property is and shall always be subject and subordinate to the lien about the delivered to the second party, as aforesaid, and that second party's said lien in all respects shall be first, party and superior to that of the first party; provided always, however, that if second party's said lien is not duly filed recorded or an appropriate financing statement thereon duly filed within days after the date hereof, this so condination 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 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 plut the masculine includes the teminine and the neuter, and all grammatical changes shall be supplied to cause the 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 officially authorized thereunto by order of its board of directors, all on this, the day and year first above written. Merleyn K. Miller, Pension & Profit Plan	State nature of lien to be given, whether mortgage,	
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EXHIBIT "A" LEGAL DESCRIPTION

PARCEL 1

A tract of land situated in Lots 2 and 3 of Block 8, LINKVILLE, OREGON (Original Town of Klamath Falls), more particularly described as follows:

Beginning at the Southwesterly corner of said Block 8; thence North 39 degrees 04' 50" West along the Southeasterly line of said Block 8, (said line being the Northwesterly line of Pine Street) 102.83 feet to a cross chiseled in the concrete sidewalk, said cross being a true point of beginning of this description; thence continuing North 39 degrees 04' 50" West 63.36 feet to a 5/8 inch iron pin; said point being the Southeasterly corner of that tract of land described in Deed Volume M71, page 3134, as recorded in Klamath County Deed Records; thence North 51 degrees 00' 03" West along the Southeasterly line of that tract of land described in said Deed Volume 119.99 feet to a 5/8 inch iron pin situated on the Northwesterly line of said Lot 2; thence South 39 degrees 02' 39" West 63.46 feet to a spike in the asphalt pavement, said point being in line with the Southeasterly edge of the Southeasterly wall of the State Office Building; thence South 51 degrees 03' 32" East along said Southeasterly edge of said wall 119.98 feet to the true point of beginning, with the bearings based on Fourth Street as being North 50 degrees 55' 00" West. TOGETHER with the right of ingress and egress and a driveway easement over and across the Northwesterly portion of Lots 3 and 4, Block 8, Linkville, Oregon (Original Town of Klamath Falls, as more particularly described in Survey No. 1730 recorded in the office of the Surveyor, Klamath County, Oregon on August 28, 1972, which is described therein as "Existing Paved Driveway").

Tax Account No: 3809 032AC 08300

PARCEL 2

The W1/2 of Lot 1 and the E1/2 of Lot 2 in Block 8, ORIGINAL TOWNSITE OF THE CITY OF KLAMATH FALLS, Klamath County, Oregon.

Tax Account No: 3809 032AC 08200

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