executed and delivered to the first party his certain. Trust Deed [State whether mortgage, trust deed, contract, security agreement or atherwise] (herein called the first party's lien) on said described property to secure the sum of \$30,000.00..., which lien was Recorded on June 26 , 19.89 , in the County Records of Klamath County, Oregon, in \$568\$/\$666\$ volume No. M89. at page 11413 thereof & XXX consument/ten/tile/instrument/x viegon, in sount of the shield also subordinating Trust Deed dated 4-13-90, recorded and the shield also subordinating Trust Deed dated 4-13-90, recorded and the shield of the shield o - Agreement by accountly regreenedly matics at which was since by the diling and known known known known the Secretary of State

Secretary of State ē where it beers was recemment feether fine finestrument/anicrofilm alforexxxxxxxxxxxxx (indicate which) x 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 \$.255,000.00 to the present owner of the property above described, with interest thereon at a rate not exceeding...9.75...% per annum, said loan to be secured by the said present owner's First Deed of Trust

[State nature of lien to be given, whether mortgage, trust deed, contract, security agreement or otherwise] Haysk from its date. second party's lien) upon said property and to be repaid within not more than30

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 sub-

It is expressly understood and agreed that nothing herein contained shall be construed to change, alter or imordination agreement shall be null and void and of no force or effect.

In construing this subordination agreement and where the context so requires, the singular includes the plural; pair the first party's said lien, except as hereinabove expressly set forth. 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. State Bank by:

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EXHIBIT "A" LEGAL DESCRIPTION

PARCEL 1:

The W1/2 SE1/4 NW1/4 of Section 22, Township 38 South, Range 9 East of the Willamette Meridian, Klamath County, Oregon.

PARCEL 2:

An easement for roadway purposes more particularly described as follows:

An easement sixty (60) feet in width lying thirty (30) feet on each side measured at right angles, situate in Section 22, Township 38 South, Range 9 East of the Willamette Meridian, Klamath County, Oregon, of the centerline which is more particularly described as follows:

Beginning at a point on the Northwesterly right of way line of that certain county road know as "Old Fort Road", from which the center one-quarter corner of said Section 22 bears North 84 degrees 26' 06" West, 1041.44 feet; thence from said POINT OF BEGINNING North 50 degrees 03' 34" West, 9.54 feet; thence along the ard of a 830.00 foot radius curve to the left (Delta = 17 degrees 46' 53", Long Chord = North 58 degrees 57' 00" West, 256.55 feet) 257.59 feet; thence North 67 degrees 50' 27" West, 64.34 feet; thence along the ard of a 800.00 foot radius curve to the right (Delta = 06 degrees 59' 19", Long Chord = North 64 degrees 20' 48" West, 97.52 feet) 97.58 feet; thence North 60 degrees 51' 08" West, 317.03 feet; thence along the ard of a 1400.00 foot radius curve to the right (Delta = 07 degrees 18' 32", Long Chord = North 57 degrees 11' 52" West, 178.47 feet) 178.59 feet; thence North 53 degrees 32' 36" West, 283.39 feet to a point on the East line of the E1/2, SE1/4, NW1/4 of said Section 22 and the end of this easement, said point being further described as being North 00 degrees 46' 35" East, 523.49 feet from said center one-quarter corner of Section 22.

ALSO TOGETHER with the right to exercise right of ingress and egress over the Southwesterly 30 feet of that property described as Parcel 1 in Warranty Deed from Richard L. Young and Donna D. Young to James J. Bellet and Sherry A. Bellet, dated February 26, 1982, recorded February 26, 1982 in Volume M82, at page 2435.

AND ALSO TOGETHER WITH a perpetual nonexclusive easement to use a strip of land 60 feet in width, the centerline of which is located as follows across the property of the Grantor:

Section 22, Township 38 South, Range 9 East of the Willamette Meridian Klamath County, Oregon more particularly described as follows:

Beginning at a point on the East line of the E1/2 SE1/4 NW1/4 of said Section 22, from which the center one quarter corner of said Section 12 bears South 00 degrees 46' 35" West 463.01 feet; thence from said point of beginning North 38 degrees 27' 34" West 268.51 feet; thence along the arc of a 1500.00 foot radius curve to the right (Delta = 05 degrees 39' 50", Long Chord = North 35 degrees 37' 39" West 148.22 feet), 148.28 feet; thence North 32 degrees 47' 44" West 179.06 feet; thence along the arc of a 400 foot radius curve to the left (Delta = 18 degrees 50' 13", Long Chord = North 42 degrees 12' 50" West 130.92 feet) 131.51 feet; thence North 51 degrees 37' 57" West 172.16 feet; thence along the arc of a 100 foot radius curve to the left (Delta = 49 degrees 02' 53", Long Chord = North 76 degrees 09' 23" West 83.01 feet) 85.61 feet to a point on the East line of the W1/2 SE1/4 NW1/4 of said Section 22 and the end of this easement, said point being further described as being South 00 degrees 38' 07" 158.07 feet from the Northeast corner of the W1/2 SE1/4 of said Section 22.

Tax Account No: 3809 02200 00300

STATE OF OREGON: COUNTY OF KLAMATH: SS

Filed f	for record at request	of .:	Mountain '	Title Co.			the	25th	day
of	April	_ A.D., 19	90 at 3:	31 o'clock _	<u>P</u> M., a	and duly r	ecorded in V	ol. <u>M90</u>	
		of	Mortga	ges	on Page	7709			
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