

IN 49934

AUG 31 1991

Vol. 92 Page 19824

THIS AGREEMENT, Made and entered into this 12th day of August, 1992, by and between WASHINGTON WATER POWER COMPANY DOING BUSINESS AS WP NATURAL GAS, hereinafter called the first party, and JAMES K. JOHNSON AND LINDA J. JOHNSON, GUARDIAN FOR***, hereinafter called the second party: WITNESSETH:

On or about November 6, 1990, MICHAEL E. SEARS AND PAMELA BURNS SEARS, being the owner of the following described property in Klamath County, Oregon, to-wit:

Lot 17, Block 1, Bryant Tracts, according to the official plat thereof on file in the office of the County Clerk, Klamath County, Oregon.

***DOUGLAS J. JOHNSON AS TO 65% AND JAMES K. JOHNSON AND LINDA J. JOHNSON, GUARDIAN FOR LINDA J. JOHNSON AS TO 35%

executed and delivered to the first party his certain Mortgage (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 \$4,016.00, which lien was

—Recorded on February 25, 1991, in the Mortgage Records of Klamath County, Oregon, in Book/serial/volume No. M91 at page 3402 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 Department of Motor Vehicles 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 \$31,500.00 to the present owner of the property above described, with interest thereon at a rate not exceeding 10 % 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 9 ~~days~~ 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.

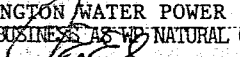
NOW, THEREFORE, for value received and for the purpose of inducing the second party to make the loan aforesaid, the first party, for himself, his personal representatives (or successors) and assigns, hereby covenants, consents and agrees to and with the second party, his personal representatives (or 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.

AFTER RECORDING RETURN TO:
KLAMATH COUNTY TITLE COMPANY
422 MAIN STREET
KLAMATH FALLS, OR 97601

WASHINGTON WATER POWER COMPANY
DOING BUSINESS AS WP NATURAL GAS
BY: 

19825

STATE OF OREGON,

County of _____

ss.

, 19____

Personally appeared the above named _____

and acknowledged the foregoing instrument to be _____ voluntary act and deed. Before me:

Notary Public for Oregon.

(SEAL)

My commission expires _____

WASHINGTON
STATE OF OREGON,

County of SPOKANE

ss.

August 14, 1992

Personally appeared _____

J E ELIASSEN

who being duly sworn, did say that he is the VICE PRESIDENT

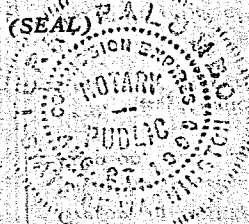
of WASHINGTON WATER POWER CO. DBA W P NATURAL GAS
a corporation, and that the seal affixed to the foregoing instrument is the corporate seal of said corporation
and that said instrument was signed and sealed on behalf of said corporation by authority of its Board of
Directors; and he acknowledged said instrument to be its voluntary act and deed. Before me:

Teri Palumbo

Notary Public for Oregon.

My commission expires 8/27/95

WASHINGTON

SUBORDINATION
AGREEMENT

TO

AFTER RECORDING RETURN TO

(DON'T USE THIS
SPACE, RESERVED
FOR RECORDING
LABEL IN COUN-
TIES WHERE
USED.)

STATE OF OREGON,

County of Klamath

ss.

I certify that the within instru-
ment was received for record on the
31st day of Aug., 1992,
at 3:46 o'clock P.M., and recorded
in book/reel/volume No. M92 on
page 19824 or as document/fee/file/
instrument/microfilm No. 49994.
Record of Mortgages
of said County.Witness my hand and seal of
County affixed.

Evelyn Biehn, County Clerk.

NAME

TITLE

By: Pauline Mullins Deputy

Fee \$15.00