

ON

70596

K-45726

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THIS AGREEMENT, Made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_,  
by and between Raquel Linda Kugler  
hereinafter called the first party, and Motor Investment Company  
hereinafter called the second party; WITNESSETH:  
On or about \_\_\_\_\_, 19\_\_\_\_, Daniel Francis Kugler  
being the owner of the following described property in Klamath County, Oregon, to-wit:

The Northeasterly 10 feet of Lot 3 and the Southwesterly  
55 feet of Lot 4, Block 2, First Addition to Tonatee Homes,  
according to the official plat thereof on file in the office  
of the County Clerk of Klamath County, Oregon.

executed and delivered to the first party owner's certain Judgement 90-2161CV  
(herein called the first party's lien) on said described property to secure the sum of \$ 5,000.00, which lien was  
—Recorded on \_\_\_\_\_, 19\_\_\_\_, in the \_\_\_\_\_ Records of \_\_\_\_\_ County,  
Oregon, in book/reel/volume No. \_\_\_\_\_ at page \_\_\_\_\_ thereof or as fee/file/instrument/microfilm/  
reception No. \_\_\_\_\_ (indicate which);  
—Filed on July 19, 1990, in the office of the Circuit Court of the State of  
Oregon for Klamath County, Oregon, where it bears the fee/file/instrument/microfilm/reception No.  
90-2161CV (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 fee/file/instrument/microfilm/reception No. \_\_\_\_\_ (indicate which).

Reference to the document so recorded or filed hereby is made. The first party has never sold or assigned first party's  
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 \$ 15284.00 Net to the present owner of the property above  
described, with interest thereon at a rate not exceeding 16.50% 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 7 years \_\_\_\_\_ days 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, first party's personal representatives (or successors) and assigns, hereby covenants, con-  
sents and agrees to and with the second party, second party's 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 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 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,  
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 executed this agreement; if the undersigned is a corporation,  
it has caused its name to be signed and its seal affixed by an officer or other person duly authorized to do so by order  
of its board of directors.

RETURN TO:  
Motor Investment Co.  
P.O. Box 309  
Klamath Falls, OR 97601

*Raquel Linda Kugler*

LOUISIANA  
STATE OF OREGON,  
Parish  
County of ORLEANS } ss.

28740

This instrument was acknowledged before me on OCTOBER 18, 1993, by

RAQUEL L. KUGLER

Notary Public for Oregon Parish of Orleans  
My commission expires at my death

PHILIP J. FOTO

Notary Public, Parish of Orleans, State of La.  
My Commission is issued for life

STATE OF OREGON,  
County of } ss.

This instrument was acknowledged before me on , 19 , by

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

of NAME OF CORPORATION, PARTNERSHIP, TRUST, ETC.

Notary Public for Oregon  
My commission expires

SUBORDINATION  
AGREEMENT

TO

AFTER RECORDING RETURN TO

Klamath Co. Title Co

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

Fee \$15.00

STATE OF OREGON,  
County of Klamath } ss.

I certify that the within instru-  
ment was received for record on the  
1st day of Nov. 19 93,  
at 1:27 o'clock P. M. and recorded in  
book reel/volume No. M93, on  
page 28739 or as fee/file/instru-  
ment/microfilm/reception No. 70596.  
Record of Mortgages  
of said County.

Witness my hand and seal of  
County affixed.

Evelyn Biehn, County Clerk  
NAME TITLE

By Deputy Deputy