

INTC 31103-HF Vol m 93 Page 31941

On or about December 26, 1990, John R. Charlton and Alexis R. Charlton, husband and wife, being the owner of the following described property in Klamath County, Oregon, to-wit:

2-01-93P01:45 RCVD

(State whether mortgage, trust deed, contract, security agreement or otherwise)

Microfilm Records of Klamath County

[illegible]

1. Deed
 (State nature of lien to be given, whether mortgage, trust deed, contract, security agreement or otherwise)

— OVER —

After recording return to (Name, Address, Zip):

County of _____

NAME

TITLE:

By _____, Deputy

31942

To induce the second party to make the loan last mentioned, the first party heretofore has agreed and consented to subordinate first party's 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, consents and agrees to and with the second party, second party's personal representatives (or successors) and assigns, that the first party's lien on the 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 lien in all respects shall be first, prior and superior to that of the first party, provided always, however, that if second party's 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 impair the first party's 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 made so that this agreement shall apply equally to corporations and 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, if any, affixed by an officer or other person duly authorized to do so by order of its board of directors.

WASHINGTON WATER POWER COMPANY dba

NP NATURAL GAS, a Washington Corporation

By:

Ronald R. Peterson

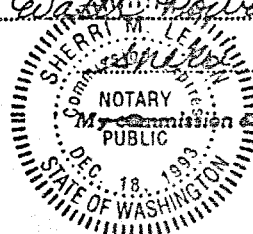
Washington

STATE OF OREGON, County of Spokane ss.

This instrument was acknowledged before me on December 17, 1993, by Ronald R. Peterson

This instrument was acknowledged before me on _____, 19____, by _____

as Treasurer of Washington Water Power



NOTARY PUBLIC

My Commission Expires 12/18/93

Notary Public for Oregon

STATE OF OREGON: COUNTY OF KLAMATH: ss.

Filed for record at request of Mountain Title Co the 1st day of Dec. A.D., 1993 at 1:45 o'clock PM., and duly recorded in Vol. M93 of Mortgages on Page 31941

FEE \$15.00

Evelyn Biehn County Clerk

By _____