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THIS AGREEMENT, Made and entered into this 24th day of February, 1994, by and between Klamath County PURE Project hereinafter called the first party, and Klamath First Federal Savings & Loan Association hereinafter called the second party; WITNESSETH: On or about July 15, 1992, Charles T. McCarroll and A. LaVonne McCarroll, being the owner of the following described property in Klamath County, Oregon, to-wit:

Lot 61, FAIR ACRES NO. 1, according to the official plat thereof on file in the office of the County Clerk of Klamath County, Oregon.

(IF SPACE INSUFFICIENT, CONTINUE DESCRIPTION ON REVERSE SIDE)

executed and delivered to the first party a certain Trust Deed (State whether mortgage, trust deed, contract, security agreement or otherwise) (herein called the first party's lien) on the property to secure the sum of \$ 3,152.00, which lien was: Recorded on July 20, 1992, in the Microfilm Records of Klamath County, Oregon, in book/reel/volume No. M92 at page 15956 and/or as fee/file/instrument/microfilm/reception No. (indicate which); Filed on (indicate which) in the office of the County Clerk of Klamath County, Oregon, where it bears fee/file/instrument/microfilm/reception No. (indicate which); Created by a security agreement, notice of which was given by the filing of a financing statement in the office of the Oregon Secretary of State, where it bears fee/file/instrument/microfilm/reception No. (indicate which) and in the office of the County Clerk of Klamath County, Oregon, where it bears 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 \$20,000.00 to the present owner of the property, with interest thereon at a rate not exceeding 6.75% per annum. This loan is to be secured by the present owner's Trust Deed (hereinafter called (State nature of lien to be given, whether mortgage, trust deed, contract, security agreement or otherwise))

the second party's lien) upon the property and is to be repaid not more than 15 years from its date.

— OVER —

**SUBORDINATION AGREEMENT**

Klamath County PURE Project  
403 Pine Street  
Klamath Falls, OR 97601  
To  
Klamath First Federal  
P. O. Box 5270  
Klamath Falls, OR 97601  
After recording return to (Name, Address, Zip):  
Klamath First Federal  
P. O. Box 5270  
Klamath Falls, OR 97601

SPACE RESERVED  
FOR  
RECORDER'S USE

**STATE OF OREGON,**

County of \_\_\_\_\_ } ss.

I certify that the within instrument was received for record on the \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_, at \_\_\_\_\_ o'clock \_\_\_\_\_ M., and recorded in book/reel/volume No. \_\_\_\_\_ on page \_\_\_\_\_ and/or as fee/file/instrument/microfilm/reception No. \_\_\_\_\_, Record of \_\_\_\_\_ of said county.

Witness my hand and seal of County affixed.

By \_\_\_\_\_, Deputy

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 45 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.

KLAMATH COUNTY PURE PROJECT BY:

*W. J. L. A.*

STATE OF OREGON, County of KLAMATH ) ss.

This instrument was acknowledged before me on \_\_\_\_\_, 19\_\_\_\_.

by \_\_\_\_\_

This instrument was acknowledged before me on FEBRUARY 24, 1999.

by DONALD J. HOPERICH

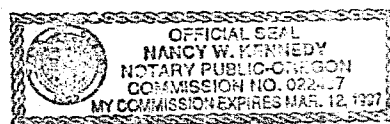
as PURE PROJECT AGENT OF RECORD

of KLAMATH COUNTY

*Nancy W. Kennedy*

Notary Public for Oregon

My commission expires 3-12-97



STATE OF OREGON: COUNTY OF KLAMATH: ss.

Filed for record at request of Mountain Title Co the 3rd day  
of March A.D., 19 94 at 9:46 o'clock A M., and duly recorded in Vol. M94  
of Mortgages on Page 6681

FEE \$15.00

Evelyn Biehn, County Clerk  
By *W. J. L. A.*