

85629

K-46944

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THIS AGREEMENT, Made and entered into this 27th day of July, 1994, by and between Klamath County, hereinafter called the first party, and First Interstate Bank of Oregon, hereinafter called the second party; WITNESSETH:

On or about October 19, 1994, Karen Jo. McHugh

, being the owner of the following described property in Klamath County, Oregon, to-wit:

The W $\frac{1}{2}$ of Lot 11, and that portion of Lot 12, described as follows: Beginning at the Southwest corner of Lot 12; thence North 06°45' West 80 feet to the Northwest corner of Lot 12; thence North 83°15' East 200 feet to the Northeast corner of Lot 12; thence South 06°45' East 8.00 feet; thence South 83°15' West 78.00 feet; thence South 06°45' East 7.00 feet; thence South 83°15' West 38.00 feet; thence South 06°45' East 65.00 feet; thence South 83°15' West 84.00 feet to the point of beginning. All being situated in Lots 11 and 12, Block 4 of West Klamath Addition.

executed and delivered to the first party his certain Trust Deed

(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 \$3110.00, which lien was Recorded on October 22, 1999, in the Mortgage Records of Klamath County, Oregon, in book/reel/volume No. M-93 at page 27674 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 \$25,750.00 to the present owner of the property above described, with interest thereon at a rate not exceeding % per annum, said loan to be secured by the said present owner's Trust Deed (hereinafter called the

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

second party's lien) upon said property and to be repaid within not more than days from its date. years

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.

Return To:

First Interstate Bank of Oregon, N.A.

601 Main Street

P.O. Box 608

Klamath Falls, OR 97601

Klamath County

By:

Delvie Engelhard

STATE OF OREGON,

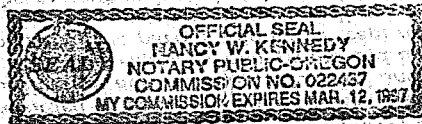
County of Klamath

ss.

Personally appeared the above named

Delbie Engelhard

July 29, 1994

and acknowledged the foregoing instrument to be true voluntary act and deed. Before me:Nancy W. Kennedy

Notary Public for Oregon.

My commission expires

3-12-97

STATE OF OREGON,

County of

ss.

Personally appeared

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who being duly sworn, did say that he is the

of

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:

(SEAL)

Notary Public for Oregon.

My commission expires

SUBORDINATION
AGREEMENT

TO

AFTER RECORDING RETURN TO

STATE OF OREGON,

County of Klamath

ss.

I certify that the within instrument was received for record on the 9th day of Aug, 1994, at 11:03 o'clock A.M., and recorded in book/reel/volume No. M94 on page 24511 or as document/fee/file/instrument/microfilm No. 85629, Record of Mortgages of said County.

Witness my hand and seal of County affixed.

Evelyn Biehn, County Clerk
NAME TITLE

By Pauline Mulholland Deputy

Fee \$15.00