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Vol 94

Page

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THIS AGREEMENT, Made and entered into this 27th day of September, 1994, by and between Klamath County / Pure Project hereinafter called the first party, and Trillium Mortgage Corporation hereinafter called the second party; WITNESSETH:

On or about September 27th, 1994, Diana M. Evans

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

see attached legal description

(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 \$ 3,370.00, which lien was:

—Recorded on October 1, 1992, in the Microfilm Records of Klamath County, Oregon, in book/reel/volume No. M92 at page 22879 and/or as fee/file/instrument/microfilm/reception No. (indicate which);

—Filed on , 19 in the office of the of 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 on , 19, of a financing statement in the office of the Oregon Secretary of State Dept. of Motor Vehicles where it bears file No. and in the office of the of 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 \$ 41,600.00 to the present owner of the property, with interest thereon at a rate not exceeding 9.99% 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 days from its date.

—OVER—

## SUBORDINATION AGREEMENT

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.

NAME

TITLE

By , Deputy

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

Trillium Mortgage Corp.  
5285 SW Meadows Rd. Suite 242  
Lake Oswego, OR 97035-3327

30610



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.

Delilie Engelhard  
Klamath County Pure Project

STATE OF OREGON, County of Klamath ss.

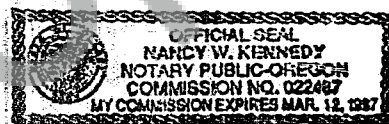
This instrument was acknowledged before me on September 28, 1994,  
by Delilie Engelhard

This instrument was acknowledged before me on \_\_\_\_\_, 19\_\_\_\_,  
by \_\_\_\_\_  
as \_\_\_\_\_  
of \_\_\_\_\_

Nancy W. Kennedy

Notary Public for Oregon

My commission expires 3-12-97



# EXHIBIT "A"

## LEGAL DESCRIPTION

A portion of the NE1/4 SW1/4 of Section 7, Township 38 South, Range 9 East of the Willamette Meridian, Klamath County, Oregon, more particularly described as follows:

Beginning at an iron pin which is at the quarter corner common to Sections 7 and 18, Township 38 South, Range 9 East of the Willamette Meridian, Klamath County, Oregon; thence North 1,333.20 feet to an iron pin, a 1/16th corner of Section 7; thence North 89 degrees 39' West 82.96 feet to a point; thence North 6 degrees 02' East 676.90 feet to the Southeast corner of the herein described property; thence North 6 degrees 02' East 90.00 feet to the Northeast corner; thence North 89 degrees 49' West 489.16 feet to the Northwest corner; thence South 6 degrees 02' West, 90 feet to the Southwest corner; thence South 89 degrees 49' East 486.54 feet to the Southeast corner, being the point of beginning, said tract in the NE 1/4 of the SW 1/4 of Section 7, Township 38 South, Range 9 East of the Willamette Meridian, Klamath County, Oregon.

STATE OF OREGON: COUNTY OF KLAMATH: ss.

Filed for record at request of Mountain Title Co the 30th day  
of Sept A.D., 19 94 at 10:03 o'clock A.M., and duly recorded in Vol. M94  
of Mortgages on Page 30609

FEE \$20.00

Evelyn Biehn - County Clerk  
By Charles M. Mendenhall