

92794

THIS AGREEMENT, Made and entered into this 16th day of December, 1994, Vol. M94 Page 38579

by and between Klamath County
hereinafter called the first party, and FIRST UNION HOME EQUITY BANK, N.A.
hereinafter called the second party; WITNESSETH:
On or about October 17, 1993, Debra Pouliot
being the owner of the following described property in Klamath County, Oregon, to-wit:

Lot 3 in Block 2 of Second Addition to Altamont Acres, 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
(herein called the first party's lien) on the property to secure the sum of \$_____, which lien was:
- Recorded on November 15, 1993, in the clerk's Records of Klamath County, Oregon, in book/reel/volume No. M93 at page 30011 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 and in the office of the _____ Dept. of Motor Vehicles where it bears file No. _____ 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 \$32,000.00 to the present owner of the property, with interest thereon at a rate not exceeding 11.38% per annum. This loan is to be secured by the present owner's FIRST UNION HOME EQUITY BANK, N.A.
(State nature of lien to be given, whether mortgage, trust deed, contract, security agreement or otherwise) (hereinafter called the second party's lien) upon the property and is to be repaid not more than 15 days from its date.

SUBORDINATION AGREEMENT

To _____
After recording return to (Name, Address, Zip):
Crater Title
P.O. Box 250
Medford, OR 97501

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 _____
NAME _____ TITLE _____ Deputy

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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 _____ 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.

Debbie Engelhard

Pure Project

443 Pure St Klamath Falls, Or.

97601

STATE OF OREGON, County of Klamath

This instrument was acknowledged before me on 12-16, 1994,
by Debbie Engelhard

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

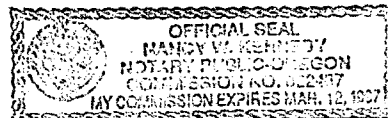
by _____

of _____

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 Klamath County Title Co the 22nd day
of Dec A.D., 1994 at 3:36 o'clock P.M., and duly recorded in Vol. M94
of Mortgages on Page 38579

FEE \$15.00

Evelyn Biehn County Clerk

By Debbie Engelhard