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02-10-95P03-15 RCV5

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THIS AGREEMENT, Made and entered into this 2nd day of February, 1995, Vol 95 Page 2983, hereinafter called the first party, and Motor Investment Co. hereinafter called the second party; WITNESSETH: On or about December 22, 1993, Allen D. Bergstrom and Cynthia L. Bergstrom, being the owner of the following described property in Klamath County, Oregon, to-wit:

The South 107 feet of Lots 4 and 5, Block 2, BRYANT TRACTS NO. 2, in the County of Klamath, State of Oregon.

Code 40 Map 3809-34DD TL 3000

(IF SPACE INSUFFICIENT, CONTINUE DESCRIPTION ON REVERSE SIDE)

executed and delivered to the first party a certain home loan (herein called the first party's lien) on the property to secure the sum of \$

(Cross out any language opposite which is not pertinent to this transaction)  
—Recorded on December 22, 1993, in the microfilm Records of Klamath County, Oregon, in book 73262, at page 34371, which lien was:  
X XXXX  
+ Filed on 73262 (indicate which);  
+ Created by a security agreement; notice of which was given by the filing of a financing statement in the office of the Secretary of State, and in the office of the County, Oregon, where it bears fee/file/instrument/microfilm/reception No. 73262 (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 \$ 48,000.00 to the present owner of the property, with interest thereon at a rate not exceeding 9.75% per annum. This loan is to be secured by the present owner's trust deed (hereinafter called the second party's lien) upon the property and is to be repaid not more than 30 years from its date.

### SUBORDINATION AGREEMENT

Motor Investment Co.

To  
Klamath First Federal  
Savings & Loan Assn.

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

Klamath First Federal Savings & Loan  
540 Main Street  
Klamath Falls, OR 97601

#090-09-15740

SPACE RESERVED  
FOR  
RECORDER'S USE

STATE OF OREGON,  
County of \_\_\_\_\_

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 \_\_\_\_\_  
By \_\_\_\_\_, 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 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.

MOTOR INVESTMENT CO.

By: Thomas H. Moore  
OwnerSTATE OF OREGON, County of KLAMATH ss.

This instrument was acknowledged before me on

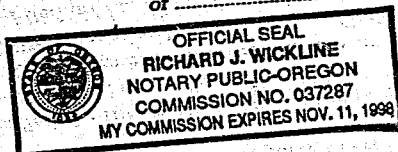
by THOMAS H. MOORE

This instrument was acknowledged before me on

by

as

of



[Signature] Notary Public for Oregon  
My commission expires Nov 11, 1998

STATE OF OREGON: COUNTY OF KLAMATH: ss.

Filed for record at request of

Aspen Title Co  
A.D., 19 95 at 3:15 o'clock

 the 10th day  
of Feb. 95 on Page 2983

FEE

\$15.00

 Bernetha G. Letsch  
By [Signature] County Clerk