

Ln #0108143324 MTC #35278

THIS AGREEMENT, Made and entered into this 24th day of April, 1995, by and between F. Lillian Marsh hereinafter called the first party, and Klamath First Federal Savings and Loan Association, hereinafter called the second party; WITNESSETH:

On or about September 28, 1978, Michael J. Morgan and Barbara E. Morgan, being the owner of the following described property in Klamath County, Oregon, to-wit:

Lot 11 in Block 37, HOT SPRINGS ADDITION TO THE CITY OF KLAMATH FALLS, according to the official plat thereof on file in the office of the Clerk of Klamath County, Oregon

#3809 028BC 10600

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 \$ 20,000.00 which lien was
 —Recorded on September 29, 1978, in the Records of Klamath County, Oregon, in book/reel/volume No M78 at page 21700 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 \$ 15,000.00 to the present owner of the property above described, with interest thereon at a rate not exceeding 8.00 % per annum, said loan to be secured by the said present owner's First Deed of Trust
(State nature of lien to be given, whether mortgage, trust deed, contract, security agreement or otherwise)
 (hereinafter called the

second party's lien) upon said property and to be repaid within not more than 158 months ~~days~~ ^{years} from its date.

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.

F. Lillian Marsh
 F. Lillian Marsh

STATE OF ColoradoCounty of Douglas } ss.April 25, 1995Personally appeared the above named F. Lillian Marshand acknowledged the foregoing instrument to be a voluntary act and deed. Before me:
Donna F. Henkel
 Notary Public for Oregon, Colorado
 My commission expires 12-18-97

Personally appeared _____

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
AGREEMENTF. Lillian Marsh

TO

Klamath First Federal S&LA
 AFTER RECORDING RETURN TO
 KLAMATH FIRST FEDERAL S&LA
 2943 SOUTH SIXTH STREET
 KLAMATH FALLS, OREGON 97603

 (DON'T USE THIS
 SPACE! RESERVED
 FOR RECORDING
 LABEL IN COUN-
 TIES WHERE
 USED.)

STATE OF OREGON, } ss.

County of Klamath
 I certify that the within instru-
 ment was received for record on the
 1st day of May, 1995,
 at 9:57 o'clock A.M., and recorded
 in book/reel/volume No. M95 on
 page 11127 or as document/fee/file/
 instrument/microfilm No. 99247,
 Record of Mortgages
 of said County.

 Witness my hand and seal of
 County affixed.
Berntha G. Letsch, Co Clerk
By [Signature] Deputy
 TITLE

FEE: \$15.00

TOTAL P.03