

AFTER RECORDING RETURN TO:

Upon Recording Return to:

The Travelers Insurance Company
 7170 No. Financial Drive, Suite 101
 Fresno, CA 93720-2900
 Attention: Ms. Karen Micheli

K-48616

Loan No. 205542

DEED OF TRUST SUBORDINATION AGREEMENT

NOTICE: THIS SUBORDINATION AGREEMENT RESULTS IN SUBORDINATOR'S SECURITY INTEREST IN THE PROPERTY BECOMING SUBJECT TO AND OF LOWER PRIORITY THAN THE LIEN OF SOME OTHER OR LATER SECURITY INSTRUMENT.

The undersigned Subordinator and Owner agree as follows:

1. BANK OF AMERICA NATIONAL TRUST AND SAVINGS ASSOCIATION, ("Subordinator"), is the owner and holder of two Trust Deeds each dated July 23, 1993, executed by Owner (as hereinafter defined), which were each recorded July 28, 1993, under Volume M93, page 18331 and Volume M93, page 18344, respectively, mortgage records of Klamath County, Oregon (collectively "Second Deed of Trust").
2. TRAVELERS INSURANCE COMPANY ("Lender") is the owner and holder of a Deed of Trust dated May 24, 1990, executed by ELSO and DITA deJONG, husband and wife, and ARIE and JENNEKE deJONG, husband and wife (collectively, "Borrower") which was recorded May 31, 1990, in the mortgage records of Klamath County, State of Oregon in Vol. M90 of Mortgages on page 10434 ("First Deed of Trust").
3. Subsequent to the recording of the First Deed of Trust, Borrower transferred a portion of the subject property to the Elso deJong Trust and the Dita deJong Trust, each u/a/t dated April 8, 1991. The property is currently owned by the trustees of the above two trusts and Arie deJong ("Owner").
4. Owner and Borrower have requested that Lender modify the loan secured by the First Deed of Trust, by among other matters, adding to the principal loan amount, sums due and owing, but unpaid by Owner and Borrower, as more fully described in that certain Modification Agreement of even dated and the Memorandum of Modification Agreement, which is recorded on ~~November 1, 1995~~ ^{December 1, 1995}, in the mortgage records of Klamath County, State of Oregon in Vol. M95 of Mortgages on page 32995.

1 - DEED OF TRUST SUBORDINATION

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5. Owner is the owner of all the real property described in the First Deed of Trust.

6. In consideration of benefits to Subordinator from Owner and Borrower, receipt and sufficiency of which is hereby acknowledged, and to induce Lender to modify the term of its First Deed of Trust and all agreements in connection therewith, Subordinator does hereby unconditionally subordinate the lien of its Second Deed of Trust to the lien of Lender's First Deed of Trust, as modified by the Modification Agreement of even date and all advances or charges made or accruing thereunder, including any extension(s) or renewal(s) thereof.

7. Subordinator acknowledges that, prior to the execution hereof, it has had the opportunity to examine the terms of the First Deed of Trust, Note and agreements relating thereto, consents to and approves same, and recognizes that Lender has no obligation to Subordinator to modify its First Deed of Trust or see to the application of Lender's mortgage funds, and any application or use of such funds for purposes other than those provided for in such First Deed of Trust, Note or agreements shall not defeat the subordination herein made in whole or in part.

8. It is understood by the parties hereto that Lender would not modify the loan secured by the First Deed of Trust without this Agreement.

9. This Agreement shall be the whole and only agreement between the parties hereto with regard to the subordination of the lien or charge of the Second Deed of Trust to the lien or charge of the First Deed of Trust, as modified, in favor of Lender and shall supersede and cancel any prior agreements as to such, or any, subordination including, but not limited to, those provisions, if any, contained in the Second Deed of Trust, which provide for the subordination of the lien or charge thereof to a deed of trust or deeds of trust to be thereafter executed.

10. It is understood and agreed that if the Owner or Borrower shall fail to make payments due on the First Deed of Trust, as modified, and other instruments in connection therewith, or shall fail to carry out any other terms and agreements of the First Deed of Trust, as modified, such default by Owner or Borrower shall constitute a default upon the Second Deed of Trust and other instruments in connection therewith, and Subordinator, upon such default by the Owner or Borrower, may, at its option, without demand or notice, declare the whole sum secured by the Second Deed of Trust with interest thereon to be immediately due and payable, or Subordinator may, at its option, make the defaulted payments to the holder of the First Deed of Trust and add the same to the amount due under the Second Deed of Trust without waiving any of its rights under the Second Deed of Trust and the Note which it secures.

11. This Subordination Agreement is entered into by Subordinator only and solely for the benefit of the present and future owners and holders of the indebtedness

secured by the lien of the First Deed of Trust, as modified, and not for the benefit of nor in favor of any other person or party, the lien of the Second Deed of Trust being fully retained and asserted by Subordinator except as expressly hereby subordinated.

12. This Subordination Agreement shall not impair the validity or priority of the Second Deed of Trust as to property therein described other than the property described in the First Deed of Trust, as modified.

13. It is contemplated that this Agreement will be filed for record after the Memorandum of Modification Agreement is so filed, and the parties hereto specifically authorize Lender or its agent to insert the actual filing dates and Auditor's filing numbers of the Memorandum of Modification Agreement in this Agreement, such additions to be binding upon all of the parties hereto, their successors and assigns.

14. The heirs, administrators, assigns and successors in interest of Subordinator shall be bound by this Agreement. Where the words "Deed of Trust" appear herein they shall also be considered as "Mortgage", and gender and number of pronouns considered to conform to the undersigned.

15. This Agreement can be signed in counterparts, each of which shall constitute and original and all of which, when taken together shall constitute the same instrument.

Dated as of the 1st day of November, 1995.

NOTICE: THIS SUBORDINATION AGREEMENT CONTAINS A PROVISION WHICH ALLOWS THE OWNER TO OBTAIN A LOAN ALL OR A PORTION OF WHICH MAY BE EXPENDED FOR OTHER PURPOSES THAN IMPROVEMENT OF THE REAL PROPERTY. IT IS RECOMMENDED THAT, PRIOR TO THE EXECUTION OF THIS SUBORDINATION AGREEMENT, THE PARTIES CONSULT WITH THEIR ATTORNEYS WITH RESPECT THERETO.

BORROWER AND OWNER:

Elso deJong

Dita deJong

Arie deJong

Jenneke deJong

[SIGNATURES CONTINUE ON NEXT PAGE.]

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BORROWER AND OWNER:

The Elso deJong Trust u/a/t
dated 4/8/91

The Dita deJong Trust u/a/t
dated 4/8/91

Elso deJong, Trustee

Elso deJong, Trustee

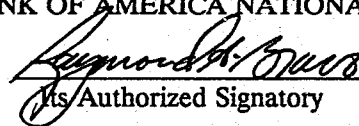
Dita deJong, Trustee

Dita deJong, Trustee

SUBORDINATOR:

BANK OF AMERICA NATIONAL TRUST AND SAVINGS ASSOCIATION

By:



Vs Authorized Signatory

RAYMOND A. BRAVO
Vice President

[NOTARIES ON NEXT PAGE.]

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of Fresno

On November 27, 1995, before me, Liz M. Bausman, Notary Public
DATE NAME, TITLE OF OFFICER, E.G. "JANE DOE, NOTARY PUBLIC"

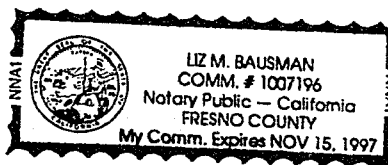
personally appeared Raymond A. Bravo
NAME(S) OF SIGNER(S)

☒ personally known to me - OR - ☐ proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Signature

Liz M. Bausman
SIGNATURE OF NOTARY



Deed of Trust Subordination Agreement
 Dated November 1, 1995; consisting of four pages
 Re: Bonanza View Dairy, Inc.

STATE OF OREGON: COUNTY OF KLAMATH: ss.

Filed for record at request of Klamath County Title Company the 1st day
 of December A.D., 19 95 at 3:48 o'clock P. M., and duly recorded in Vol. M95
 of Mortgages on Page 33008.

FEE \$30.00

By Bernetha G. Letsch, County Clerk
Annette Mueller