



THIS AGREEMENT, Made and entered into this 5 day of December, 1995,  
by and between Pure Project,  
hereinafter called the first party, and Klamath First Federal Savings & Loan,  
hereinafter called the second party; WITNESSETH:  
On or about December 4, 1991, Eric Waltman  
being the owner of the following described property in Klamath County, Oregon, to-wit:

A Tract of land situated in the SE $\frac{1}{4}$  NW $\frac{1}{4}$  of Section 7, Township 38 South, Range 9 East of the Willamette Meridian, in the County of Klamath, State of Oregon, being more particularly described as follows:

Beginning at a point which is North 261.14 feet along the quarter line from the center of Section 7, Township 38 South, Range 9 East of the Willamette Meridian and running thence North 89° 49' West a distance of 401.68 feet to a point which is on the Easterly right of way line of the Dalles-California Highway; thence North 6° 02' East a distance of 110.6 feet along said Easterly right of way line to a point; thence South 89° 49' East a distance of 390.1 feet to a point which is on the Northwest quarter line of said Section 7, thence South along the said Northwest quarter line a distance of 110.0 feet to the point of beginning.

(IF SPACE INSUFFICIENT, CONTINUE DESCRIPTION ON REVERSE SIDE)

executed and delivered to the first party a certain Trust Deed and Note

(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 \$ 3,500.00, which lien was:

- Recorded on January 29, 1992, in the Mortgage Records of Klamath County, Oregon, in book/reel/volume No. M92 at page 1900 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 \$ 50,000.00 to the present owner of the property, with interest thereon at a rate not exceeding 7.125 % per annum. This loan is to be secured by the present owner's residence @ 5775 Wocus Rd., Klamath Falls, OR 97601 (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

Pure Project

To

KFFS&L

540 Main St.

Klamath Falls, OR 97601

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

Klamath First Federal

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.

NAME

TITLE

By \_\_\_\_\_, Deputy



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 60 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.

KLAMATH COUNTY TITLE COMPANY AS AGENT  
FOR PURE PROJECT

BY: Trudie Durant

STATE OF OREGON, County of Klamath ) ss.

This instrument was acknowledged before me on \_\_\_\_\_, 19\_\_\_\_,

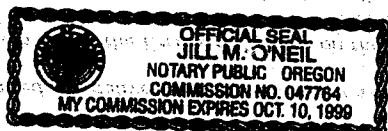
by \_\_\_\_\_,

This instrument was acknowledged before me on December 5, 1995,

by Trudie Durant

as Secretary

of Klamath County Title Company



Jill M. O'Neil  
Notary Public for Oregon  
My commission expires 10/10/99

STATE OF OREGON: COUNTY OF KLAMATH: ss.

Filed for record at request of Aspen Title & Escrow the 11 day  
of Dec. A.D., 19 95 at 3:55 o'clock P. M., and duly recorded in Vol. M95  
of Mortgages on Page 33785.

FEE \$15.00

Bernetha G. Letsch, County Clerk  
By Bernetha G. Letsch