

# UTC 370AMS SUBORDINATION AGREEMENT

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

WHEREAS, THEODORE G. VANDERLIP, AN UNMARRIED INDIVIDUAL

hereinafter "Owner," is the owner of the following described real property situated in the County of KLAMATH, State of Oregon, to wit: Lots 11 and 12 in Block 35, SECOND ADDITION TO THE CITY OF KLAMATH FALLS, according to the official plat thereof on file in the office of the County Clerk of Klamath County, Oregon.

AND WHEREAS, the said Owner has made application for a loan in the amount of \$31,000.00 from Washington Mutual Bank, hereinafter the "Lender," to be evidenced by a trust deed or mortgage which shall be a lien or charge on the real property above described, hereinafter lender's encumbrance.

AND WHEREAS, the undersigned, Washington Mutual Bank hereinafter the first party, has an interest in or lien upon the real property above described as follows (check as applicable) hereinafter first party's lien:

( ) (Mortgage) As mortgagees under a mortgage dated \_\_\_\_\_, 19\_\_\_\_, and recorded \_\_\_\_\_, 19\_\_\_\_, Book \_\_\_\_\_, Page \_\_\_\_\_; File/Fee/Reel No. \_\_\_\_\_ (Indicate which), Official Records of \_\_\_\_\_ County, Oregon.

(x) (Trust Deed) As beneficiaries under a deed of trust dated November 18, 1995, and recorded November 22, 1995, Book M95, Page 31953; File/Fee/Reel No. \_\_\_\_\_ (Indicate which), Official Records of KLAMATH County, Oregon.

( ) (Contract) As contract purchasers under a contract dated \_\_\_\_\_, 19\_\_\_\_, and recorded \_\_\_\_\_, 19\_\_\_\_, Book \_\_\_\_\_, Page \_\_\_\_\_; File/Fee/Reel No. \_\_\_\_\_ (Indicate which), Official Records of \_\_\_\_\_ County, Oregon.

( ) (Other-Specify) As \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Reference to the document so recorded 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.

AND, WHEREAS, lender is willing to make said loan provided that lender's encumbrance is a lien or charge upon the above-described property, prior and superior to the first party's lien, and provided that the first party will specifically and unconditionally subordinate his said lien as above-specified to the encumbrance in favor of the lender.

AND, WHEREAS, to induce lender to make its loan as above mentioned, the first party has agreed and consented to subordinate first party's said lien to the encumbrance about to be taken by lender as above set forth.

NOW, THEREFORE, in order to permit the said owner to borrow said sum from Lender and secure the same by a trust deed or mortgage on the real property hereinbefore described and in order to induce the said Lender to make said loan to the said owner, the first party, for himself, his heirs, representatives, successors and assigns, does hereby consent, covenant and agree that all of his right, title, lien and interest in, to and upon the real property hereinbefore described, as hereinabove specified, shall be subject to and subordinate to the said trust deed or mortgage to be made, executed and delivered in favor of or for the benefit of the Lender and that said trust deed or mortgage in favor of or for the benefit of the Lender shall be first, prior, and superior to any right, title, lien or interest of the first party.

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 the event that the loan above mentioned is an additional advance to be made under the open-end provisions of an existing trust deed or mortgage held by the lender as a first lien upon the property hereinbefore described, the undersigned agree that all of their right, title, lien or interest in, to and upon said real property shall be subject to and subordinate to the said existing trust deed or mortgage in favor of the Lender not only for the unpaid balance of the original loan and any further advances heretofore made, secured by said trust deed or mortgage, but also for said additional advance now to be made by the lender to said owner.

In construing this subordination agreement and where the context so requires, the singular includes the plural; the masculine includes feminine and the neuter, and all grammatical changes shall be supplied to cause this agreement to apply to corporations as well as individuals.

NOTICE: THIS SUBORDINATION AGREEMENT CONTAINS A PROVISION WHICH ALLOWS THE PERSON OBLIGATED ON YOUR REAL PROPERTY SECURITY TO OBTAIN A LOAN, A PORTION OF WHICH MAY BE EXPENDED FOR OTHER PURPOSES THAT IMPROVEMENT OF THE LAND.

IN WITNESS WHEREOF, the first party has executed this subordination agreement on the day and year first above written.

Theodore G. Vanderlip  
THEODORE G. VANDERLIP

WASHINGTON MUTUAL  
BY: Doreen J. Bachman

State of Oregon

State of Oregon

County of Klamath

County of Klamath

Personally appeared the above named  
Theodore G. Vanderlip

Personally appeared the above named  
Doreen J. Bachman

and acknowledged the foregoing instrument to be his  
voluntary act and deed. This 7th  
day of February, 19 96

and acknowledged the foregoing instrument to be  
voluntary act and deed. This 8th  
day of February, 19 96

Before me:  
Marjorie A. Stuart  
Notary Public for Oregon

Before me:  
Allen J. Holt  
Notary Public for Oregon

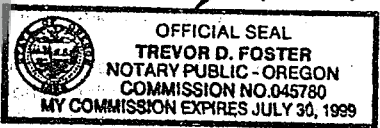
My Commission expires: 12-20-98

My Commission expires: 12 30 1999

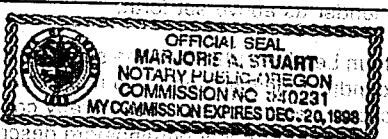
State of Oregon

State of Oregon

County of SS



This foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_, by \_\_\_\_\_ of \_\_\_\_\_, a \_\_\_\_\_ corporation, on behalf of the corporation.



Notary Public for Oregon  
My Commission expires: \_\_\_\_\_

STATE OF OREGON: COUNTY OF KLAMATH: ss.

Filed for record at request of Mountain Title the 12th day of Feb, A.D., 19 96 at 3:32 o'clock P. M., and duly recorded in Vol. M96 of Mortgages on Page 4045

FEE \$15.00

Bernetha G. Letsch, County Clerk  
By Rauline Mullendore