

IN 18851

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THIS AGREEMENT, Made and entered into this 30TH day of APRIL, 19 96, by and between THE CITY OF KLAMATH FALLS, AN OREGON CORPORATION, hereinafter called the first party, and SOUTH VALLEY STATE BANK, hereinafter called the second party; W I T N E S S E T H :

On or about OCTOBER 9, 19 95., KLAMATH COMMUNITY DEVELOPEMENT CORPORATION, AN OR CORPORATION., being the owner of the following described property in KLAMATH County, Oregon, to-wit:

PARCEL 1 OF LAND PARTITION 32-95 FILED FOR RECORD SEPTEMBER 25, 1995 IN THE KLAMATH COUNTY CLERKS OFFICE LOCATED IN THE SW 1/4 OF SECTION 15 AND THE NW 1/4 OF SECTION 22, TOWNSHIP 39 SOUTH, RANGE 9 EAST OF THE WILLAMETTE MERIDIAN, KLAMATH COUNTY, OREGON.

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 \$500,000.00, which lien was

—Recorded on OCTOBER 11, 19 95, in the COUNTY Records of KLAMATH County, Oregon, in book/reel/volume No. M95 at page 27409 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 \$660,000.00 to the present owner of the property above described, with interest thereon at an initial rate of 8.75 % per annum, said loan to be secured by the said present owner's DEED OF TRUST AND ASSIGNMENT OF RENTS (hereinafter called the

(State nature of lien to be given, whether mortgage, trust deed, contract, security agreement or otherwise)

second party's lien) upon said property and to be repaid within not more than (5) FIVE 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.

THE CITY OF KLAMATH FALLS, AN OREGON CORPORATION

BY: 10006

10006

00 NOV 30 AM 96

15519

STATE OF OREGON,

County of \_\_\_\_\_

ss.

, 19

Personally appeared the above named \_\_\_\_\_

and acknowledged the foregoing instrument to be \_\_\_\_\_ voluntary act and deed. Before me:

(SEAL)

Notary Public for Oregon.

My commission expires \_\_\_\_\_

STATE OF OREGON,

County of Klamath

ss.

May 22

, 19 96

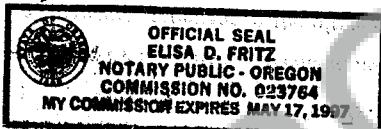
Personally appeared TODD KELLSTROM

who being duly sworn, did say that he is the Mayor

of City of Klamath Falls, a municipal

& 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 5-17-97

SUBORDINATION  
AGREEMENT

TO

AFTER RECORDING RETURN TO

SOUTH VALLEY STATE BANK  
 P O BOX 5210  
 KLAMATH FALLS OR 97601

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

Fee \$15.00

STATE OF OREGON,

County of Klamath

ss.

I certify that the within instru-  
 ment was received for record on the  
 30th day of May, 19 96,  
 at 10:00 o'clock AM., and recorded  
 in book/reel/volume No. M96 on  
 page 15518 or as document/fee/file/  
 instrument/microfilm No. 18851,  
 Record of Mortgages  
 of said County.

Witness my hand and seal of  
 County affixed.  
 Bernetha G Letsch, County Clerk

NAME

TITLE

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