

EDNGS

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22460

Vol. m96 Page 23400

USDA-FmHA  
Form FmHA CA/NV 1965-2  
(Rev. 08-30-89)

Position 5

K-27472

**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.

IN CONSIDERATION OF a loan for any purpose by Massachusetts Mutual Life Insurance Company whose address is 1295 State Street, Springfield, Massachusetts 01111-0001, hereinafter called "Lender," to John M. Mosby and Marilyn J. Mosby, whose address is Flower Valley Plaza, 1133 North "H" Street, Ste. L., Lompoc, CA 93436, hereinafter called "Borrower," in the amount of Six Hundred Fifty-One Thousand Nine Hundred Fifty-Four and 39/100 dollars (\$651,954.39), the UNITED STATES OF AMERICA, acting through the Farmer Home Administration, United States Department of Agriculture, hereinafter called the "Government," does hereby agree that the lien of or estate created by the following-described instrument(s) executed by Borrower in favor of the Government and recorded in the Official records in the following county(ies) in the State of Oregon as follows:

Title of Instrument:	Date of Instrument:	Date Recorded:	County of:	Vol. or Book Number:	File, Page and/or Document No.
Real Estate Mortgage for Oregon	11-7-78	11-7-78	Klamath	M78-25012	#57960
Real Estate Mortgage for Oregon	11-7-78	11-7-78	Jackson	78-25427	

be and the same is (are) hereby subordinated to the Modification of Note and Mortgages executed by Borrower in favor of Lender, hereinafter called "Lender's instrument," dated March 27, 19 96, recorded August 1, 19 96, as Document Number 22459, in the Mortgage Records of the County of Klamath, State of Oregon; and the Government does hereby authorize Lender to fill in the blank spaces in this agreement by inserting herein the appropriate recording data from Lender's instrument.

Return

KLAMATH COUNTY TITLE COMPANY  
P.O. Box 151  
Klamath Falls, OR 97601

(continued on reverse)

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8/29 11-AM '96

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PROVIDED, HOWEVER, that this subordination agreement is subject to the following conditions and limitations:

- (1) The Government does not subordinate to any advances or expenditures made by Lender to, for, or on behalf of Borrower other than the loan specifically described above.
- (2) This agreement is made only on condition that the property described in Lender's instrument is now free and clear of all liens except those referred to hereinabove, liens for taxes or assessments, liens or security interests in crops, and the following:

If there are any other liens on said property on the date hereof, this agreement shall be void.

- (3) No member of or delegate to Congress shall be admitted to any share or part of this agreement or any benefit that may arise therefrom.

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

Wherever "Farmers Home Administration" "FmHA," "Rural Development Administration," or "RDA" may appear, the term "United States of America" is substituted.

DATED:

3-29 1996

UNITED STATES OF AMERICA

By James W. Caldwell  
JAMES W. CALDWELL  
Acting State Executive Director

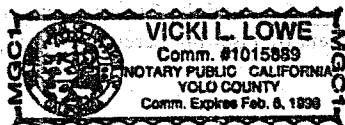
STATE OF California )  
COUNTY OF Sacramento )

) ss:

ACKNOWLEDGMENT

On this 29th day of March, in the year 1996, before me, Vicki L. Lowe, a Notary Public in and for said State, personally appeared James W. Caldwell, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person who executed this instrument as the Acting State Executive Director of the Farm Service Agency, United States Department of Agriculture, an agency of the United States of America, and acknowledged to me that the agency executed it.

(SEAL)



Vicki L. Lowe  
Notary Public

STATE OF OREGON: COUNTY OF KLAMATH: ss.

Filed for record at request of Klamath County Title the 1st day of August A.D., 19 96 at 3:19 o'clock PM., and duly recorded in Vol. M96 of Mortgages on Page 23400

Bernetha G Letsch, County Clerk

FEE \$15.00

By James W. Caldwell