

N 22482

ATC #5 44480 + 44734



THIS AGREEMENT, Made and entered into this 4th day of JUNE, 1996,
by and between KLAMATH COUNTY
hereinafter called the first party, and SOUTH VALLEY STATE BANK
hereinafter called the second party; WITNESSETH:
On or about FEBRUARY 13, 1996 KLAMATH COMMUNITY DEVELOPMENT 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 CLERK'S OFFICE LOCATED IN THE SW $\frac{1}{4}$ OF SECTION 15 AND THE
NW $\frac{1}{4}$ OF SECTION 22, TOWNSHIP 39 SOUTH, RANGE 9 EAST OF THE WILLAMETTE
MERIDIAN, KLAMATH COUNTY, OREGON

(IF SPACE INSUFFICIENT, CONTINUE DESCRIPTION ON REVERSE SIDE)

executed and delivered to the first party a certain **TRUST DEED**
(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 \$630,000.00, which lien was:
—Recorded on FEBRUARY 16, 1996, in the COUNTY Records of KLAMATH County,
Oregon, in book/reel/volume No. M96 at page 4520 and/or as fee/file/instrument/micro-
film/reception No. 13578 (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 has loaned the sum of \$ 660,000.00 to the present owner of the property, with
interest thereon at 8.75 % per annum. This loan is to be secured by the present owner's
DEED OF TRUST AND ASSIGNMENT OF RENTS (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 FIVE (5) years from its date.

— OVER —

SUBORDINATION AGREEMENT

KLAMATH COUNTY

To

SOUTH VALLEY STATE BANK

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

SPACE RESERVED
FOR
RECORDING 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/instru-
ment/microfilm/reception No. _____,
Record of _____
of said county.

Witness my hand and seal of
County affixed.

NAME _____ TITLE _____
By _____, Deputy

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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 30 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.

[Signature]
Chair

STATE OF OREGON, County of Klamath ss.

This instrument was acknowledged before me on July 22, 1996, by E. Jean Elzner, Chair Klamath County Commissioners

This instrument was acknowledged before me on _____, 19____, by _____, as _____ of _____



[Signature]
Notary Public for Oregon
My commission expires February 8, 1997

STATE OF OREGON: COUNTY OF KLAMATH: ss.

Filed for record at request of Aspen Title & Escrow the 1st day of August, A.D., 1996 at 3:46 o'clock P.M., and duly recorded in Vol. M96 of Mortgages on Page 23478.

FEE \$15.00

Bernetha G Letsch, County Clerk

By *[Signature]*