

RECORDING REQUESTED BY:  
32469

'97 FEB -6 P2:55

Vol. 1791 Page 3707

AND WHEN RECORDED, MAIL TO:

The Money Store  
Attn: Tim Schrader  
3464 El Camino Ave., #110  
Sacramento, CA 95821

SPACE ABOVE THIS LINE FOR RECORDER'S USE ONLY

### SUBORDINATION AGREEMENT

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

THIS AGREEMENT, made this 19 day of December 1996, by David M. Cockrell and Kathleen Cockrell, owner of the land hereinafter described and hereinafter referred to as "Owner", and First Bank (N.A.) As Co-Trustee under the Pooling and Servicing Agreement dated as of February 29, 1996, Series 1996-A, present owner and holder of the Deed of Trust and Note first hereinafter described and hereinafter referred to as "Beneficiary";

### WITNESSETH

THAT WHEREAS David M. Cockrell and Kathleen Cockrell did execute a Deed of Trust, dated July 28, 1996 to Preston, Thorgrimson, Shidler, Gates & Ellis as Trustee covering:

SEE EXHIBIT "A"

to secure a Note in the sum of \$5,408.00, dated July 28, 1996 in favor of Sounder Builders which Deed of Trust was recorded January 25, 1996, assigned to First Bank (N.A.) As Co-Trustee under the Pooling and Servicing Agreement dated as of February 29, 1996, Series 1996-A, recorded concurrently herewith, Official Records of Klamath County, State of Oregon; and

WHEREAS, Owner has executed, or is about to execute a Deed of Trust and Note in the sum not to exceed \$45,920.00, dated \_\_\_\_\_, in favor of Source One Mortgage Services Corporation, hereinafter referred to as "Lender", payable with interest and upon the terms and conditions described therein, which Deed of Trust is to be recorded concurrently herewith; and

WHEREAS, it is a condition precedent to obtaining said loan that said Deed of Trust last above mentioned shall unconditionally be and remain at all times a lien or charge upon the land hereinbefore described, prior and superior to the lien or charge of the Deed of Trust first above mentioned; and

WHEREAS, Lender is willing to make said loan provided the Deed of Trust securing the same is a lien or charge upon the above described property prior and superior to the lien or charge of the Deed of Trust first above mentioned and provided that Beneficiary will specifically and unconditionally subordinate the lien or charge of the Deed of Trust first above mentioned to the lien or charge of the Deed of Trust in favor of Lender; and

WHEREAS, it is to the mutual benefit of the parties hereto that Lender make such loan to Owner and Beneficiary is willing that the Deed of Trust securing the same shall, when recorded, constitute a lien or charge upon said land which is unconditionally prior and superior to the lien or charge of the Deed of Trust first above mentioned.

NOW, THEREFORE, in consideration of the mutual benefits accruing to the parties hereto and other valuable consideration, the receipt and sufficiency of which consideration is hereby acknowledged, and in order to induce Lender to make the loan above referred to, it is hereby declared, understood and agreed as follows:

1. That said Deed of Trust securing said Note in favor of Lender, and any renewals or extensions thereof, shall unconditionally be and remain at all times a lien or charge on the property therein described, prior and superior to the lien or charge of the Deed of Trust first above mentioned.
2. That Lender would not make its loan above described without this subordination agreement.
3. That this agreement shall be the whole and only agreement between that parties hereto with regard to the subordination of the lien or charge of the Deed of Trust first above mentioned to the lien or charge of the Deed of Trust in favor of Lender above referred to and shall supersede and cancel any prior agreements as to such, or any subordination including, but not limited to those provisions, if any, contained in the Deed of Trust first above mentioned, which provide for the subordination of the lien or charge thereof to a Deed or Deeds of Trust or to a Mortgage or Mortgages to be thereafter executed.

Beneficiary declares, agrees and acknowledges that

A. It consents to and approves (i) all provisions of the Note and Deed of Trust in favor of Lender above referred to, and (ii) all agreements including, but not limited to any loan or escrow agreements, between Owner and Lender for the disbursement of the proceeds of Lender's loan;

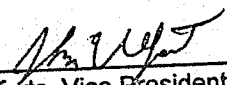
B. Lender in making disbursements pursuant to any such agreement is under no obligation or duty to, nor has Lender represented that it will, see to the application of such proceeds by the person or persons to whom Lender disburses such proceeds and any application or use of such proceeds for purposes other than those provided for in such agreement or agreements shall not defeat the subordination herein made in whole or in part:

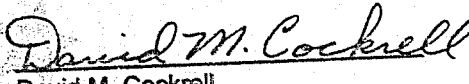
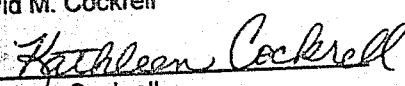
C. It intentionally and unconditionally waives, relinquishes and subordinates the lien or charge of the Deed of Trust first above mentioned in favor of the lien or charge upon said land of the Deed of Trust in favor of Lender above referred to and understands that in reliance upon, and in consideration of this waiver, relinquishment and subordination specific loans and advances are being and will be made and, as part and parcel thereof, specific monetary and other obligations are being and will be entered into which would not be made or entered into but for said reliance upon this waiver, relinquishment and subordination; and

D. An endorsement has been placed upon the note secured by the Deed of Trust first above mentioned that said Deed of Trust has by this instrument been subordinated to the lien or charge of the Deed of Trust in favor of Lender above referred to.

**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 THAN IMPROVEMENT OF THE LAND.**

First Bank (N.A.) As Co-Trustee under the Pooling and Servicing Agreement dated as of February 29, 1996, Series 1996-A

  
John Ulferts, Vice President  
As Attorney in fact under Limited Power of Attorney dated as of November 22, 1996

  
David M. Cockrell  
  
Kathleen Cockrell

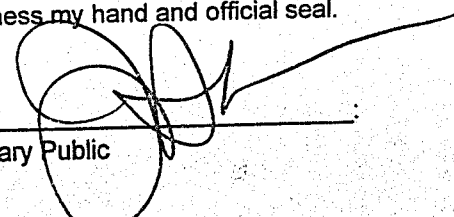
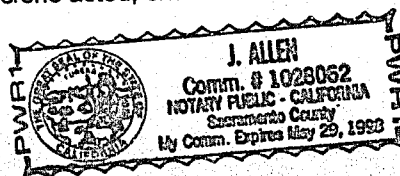


State of California

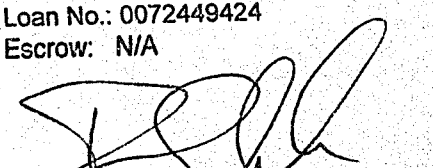
County of Sacramento

On 12-4-94 before me J. Allen a notary public,  
personally appeared, John ULferts VICE President,  
personally known to me to be the person whose name is subscribed to the within instrument and acknowledged to me that  
he/she executed the same in her/his authorized capacity(ies), and that by her/his signature on the instrument the  
person(s), or the entity(ies) on behalf of which he/she acted, executed the instrument.

Witness my hand and official seal.

  
Notary Public

Borr: Cockrell  
Loan No.: 0072449424  
Escrow: N/A



This document prepared by  
Tim Schrader for; The Money Store  
3464 El Camino Ave #110  
Sacramento, CA 95821

CERTIFICATE OF ACKNOWLEDGEMENT

Staple

OREGON  
STATE OF CALIFORNIA  
COUNTY OF Klamath } S.S.

3710

On January 21, 1997 before me,  
Bethanie S. Halvorsen

a Notary Public in and for said County and State, personally appeared  
David M. Cookrell  
Kathleen Cookrell

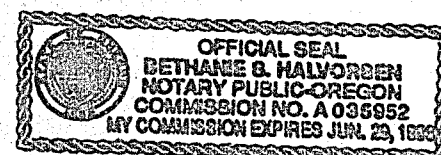
personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal

Signature

F 2492 (5-91)

FOR NOTARY SEAL OR STAMP



STATE OF OREGON : COUNTY OF KLAMATH: ss.

Filed for record at request of Klamath County Title the 6th day  
of February A.D., 19 97 at 2:55 o'clock P. M., and duly recorded in Vol. M97  
of Mortgages on Page 3707

FEE \$25.00

Bernetha G. Letsch, County Clerk

by

Kathleen Rose