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THIS AGREEMENT, Made and entered into this 25th day of June, 1997,
 by and between Klamath County/Pura Project,
 hereinafter called the first party, and Forest Products Federal Credit Union,
 hereinafter called the second party; WITNESSETH:
 On or about September 2, 1993, Phyllis Silva Faries,
 being the owner of the following described property in Klamath County, Oregon, to-wit:

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Beginning at a point on the Southerly line of Lincoln Street 35.2 feet Southwest of the most Northerly corner of Lot 1, Block 41, First Addition to the City of Klamath Falls, according to the official plat thereof; thence Southwest along the South line of Lincoln Street 35.2 feet; thence Southeasterly at right angles to Lincoln Street, 110.0 feet; thence Northeasterly parallel with Lincoln Street, 35.2 feet; thence Northwesterly at right angles to Lincoln Street, 110.0 feet to the point of beginning.

(IF SPACE INSUFFICIENT, CONTINUE DESCRIPTION ON REVERSE SIDE)

executed and delivered to the first party a certain Trust Deed and Note
 (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 \$ 2,888.00, which lien was:
 --Recorded on September 8, 1993, in the Mortgage Records of Klamath County, Oregon, in Book/reel/volume No. M93 at page 22939 and/or as fee/file/instrument/microfilm/reception No. (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 and in the office of the Dept. of Motor Vehicles where it bears file No. _____ 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 is about to loan the sum of \$ 26,250.00 to the present owner of the property, with interest thereon at a rate not exceeding 8.375% per annum. This loan is to be secured by the present owner's Trust Deed and Note (hereinafter called the second party's lien) upon the property and is to be repaid not more than 360 MO. days from its date.

— OVER —

SUBORDINATION AGREEMENT

To _____

 After recording return to (Name, Address, Zip):
 Klamath County Title Company

SPACE RESERVED FOR RECORDER'S 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/instrument/microfilm/reception No. _____, Record of _____ of said county.
 Witness my hand and seal of County affixed.
 NAME _____ TITLE _____
 By _____ Deputy



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 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.

KLAMATH COUNTY TITLE COMPANY, a subsidiary of First American Title Co. of Oregon

By: Trudia Durant
President

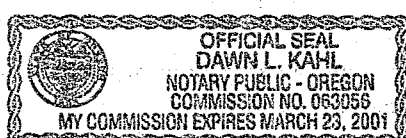
Agent/ Successor Trustee

STATE OF OREGON, County ofKlamath.....) ss.
This instrument was acknowledged before me on, 19....., by

This instrument was acknowledged before me on June 25, 1997, by Trudia Durant, President of Klamath County Title Company, a subsidiary of First American Title Co. of Oregon.

Dawn L. Kahl
Notary Public for Oregon

My commission expires 3/23/2001



STATE OF OREGON: COUNTY OF KLAMATH : ss.

Filed for record at request of Klamath County Title the 1st day of July A.D., 19 97 at 3:31 o'clock P.M., and duly recorded in Vol. M97 of Mortgages on Page 20540.

FEE \$15.00

By Bernetha G. Letsch, County Clerk
Kathleen Ryan