

NL

53237 MTC 42957-MS Vol. 1798 Page 5017
 THIS AGREEMENT, Made and entered into this 27th day of October, 1997,

by and between Klamath County/Pure Project
 hereinafter called the first party, and Klamath First Federal Savings and Loan Association
 hereinafter called the second party; WITNESSETH:

On or about March 23, 1992, Ellen F. Slayton

being the owner of the following described property in Klamath County, Oregon, to-wit:

Lot 16, BAILEY TRACTS, in the County of Klamath, State of Oregon, EXCEPTING THEREFROM, a portion of Lot 16 of Bailey Tracts, more particularly described as follows:

Beginning at the Northwest corner of said Lot 16; then North 89° 52' East along the Northerly line of said Lot a distance of 154.275 feet; thence in a Southerly direction on a line which is parallel with the West line of said Lot a distance of 66.5 feet; thence Westerly along a line which is parallel with the North line of said lot a distance of 154.275 feet to the West line of said Lot; thence Northerly along the said West line of said Lot a distance of 66.5 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 \$ 4,323.00, which lien was:

- (Cross out any language opposite which is not pertinent to this transaction)
- Recorded on March 26, 1992, in the Mortgage Records of Klamath County, Oregon, in Book/Reel/Volume No. M92 at page 6298 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 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 is about to loan the sum of \$ 73,800.00 to the present owner of the property, with interest thereon at a rate not exceeding 7.25 % per annum. This loan is to be secured by the present owner's Trust Deed and Note

(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 30 days from its date.

10. ALL WERE A WITNESS TO THE SUBORDINATION AND AGREED TO THE SAME.

SUBORDINATION AGREEMENT

Pure Project

Klamath First Federal S&L

After recording return to (Name, Address, Zip):
 Klamath County Title/Pure Project
 422 Main Street
 Klamath Falls, OR 97601

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.

By NAME TITLE Deputy

98 FEB 17 P3:31

15

5018

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 Insurance Company of Oregon

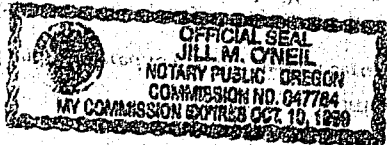
By: *Trudie Durant*

President

STATE OF OREGON, County of Klamath

This instrument was acknowledged before me on _____, 19____, ss.

by _____

This instrument was acknowledged before me on May 27, 1997,by Trudie Durantas Presidentof KLAMATH COUNTY TITLE COMPANY, a subsidiary of First American Title Insurance Company of OregonMy commission expires 10/19/99

Notary Public for Oregon

STATE OF OREGON: COUNTY OF KLAMATH: ss.

Filed for record at request of Amerititle
of February A.D., 19 98 at 3:31 o'clock P.M., and duly recorded in Vol. M98
of Mortgages on Page 5017

FEE

\$15.00

By *Bernetha G. Leisch*, County Clerk

23533
WLC 4500-100