

56988
SUBORDINATION AGREEMENT

'98 APR 24 AM 11:55 Vol. 1798 Page 13661

Barney Barnes
1016 Hopi Ave #218
Parker, AZ 85344

To

Klamath First Federal Savings & Loan
540 Main Street
Klamath Falls, OR 97601

After recording, return to (Name, Address, Zip):
Barney Barnes
1016 Hopi Ave #218
Parker, AZ 85344

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/instru-
ment/microfilm/reception No. _____,
Records of said County.

Witness my hand and seal of County
affixed.

By _____, Deputy.

THIS AGREEMENT made and entered into this _____ 2nd _____ day of March
by and between Cloyce E. Barnes and Sue E. Barnes Trustees of the Barnes Loving Trust
hereinafter called the first party, and Klamath First Federal Savings and Loan Association
hereinafter called the second party, WITNESSETH:
On or about March 31, 1997, Monti's Construction
being the owner of the following described property in Klamath County, Oregon, to-wit:

SEE EXHIBIT "A" WHICH IS MADE A PART HEREOF BY THIS REFERENCE

(IF SPACE INSUFFICIENT, CONTINUE DESCRIPTION ON REVERSE)
executed and delivered to the first party a certain Note and 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 \$ 100,000.00, which lien was:
Recorded on March 31, 1997, in the Records of Klamath County, Oregon, in
book/reel/volume No. M97 at page 9293 and/or as fee/file/instrument/microfilm/reception No.

(Delete any language not
pertinent to this transaction)

Filed on _____ (indicate which) _____ in the office of the _____ of
No. _____ County, Oregon, where it bears fee/file/instrument/microfilm/reception
Created by a security agreement, notice of which was given by the filing on _____
of a financing statement in the office of the Oregon Secretary of State, Dept. of Motor Vehicles (indicate which)
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 is hereby 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 \$ 147,750.00 to the present owner of the property, with interest there-
on at a rate not exceeding 9 % per annum. This loan is to be secured by the present owner's Trust Deed (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 4 _____ days ☒ years (indicate which)
from its date.

(OVER)

13662



To induce the second party to make the loan last mentioned, the first party 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, on behalf of the first party and also on behalf of the first party's personal representatives, successors, and assigns, hereby covenants, consents and agrees to and with the second party and second party's personal representatives, 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 the second party's lien in all respects shall be first, prior and superior to that of the first party, provided always, however, that if the second party's lien is not duly filed or recorded, or an appropriate financing statement with respect thereto 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.

The Barnes Loving Trust

BY: Clyde E. Barnes, Trustee

BY: Sue B. Barnes, Trustee

STATE OF OREGON, County of Klamath, ss.

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

by Clyde E. Barnes and Sue B. Barnes, 1998,

as Trustees of Barnes Loving Trust,

of Marjorie A. Stuart

Notary Public for Oregon

My commission expires 12/20/98

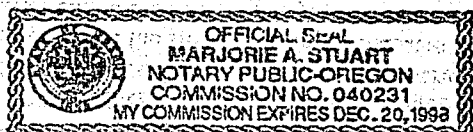


EXHIBIT "A"
LEGAL DESCRIPTION

13663

A parcel of land located in the SW1/4 SE1/4 of Section 28, Township 38 South, Range 9 East, Willamette Meridian, Klamath County, Oregon, being a portion of Dixon Addition to the City of Klamath Falls, Oregon and being more particularly described as follows:

Beginning at a point on the easterly boundary of Dixon Addition to the City of Klamath Falls from which the Northeast corner of said Dixon Addition bears North 1 degree 23' 00" East 387.34 feet; thence South 1 degrees 23' 00" West 219.23 feet; thence South 46 degrees 13' 33" West 42.54 feet to a point on the centerline of vacated Gibbs Street; thence along said centerline North 88 degrees 55' 55" West 632.70 feet to its intersection with the Easterly right-of-way line of Fort Klamath Road, also known as Old Fort Road; thence along said right-of-way line North 16 degrees 43' 20" East 351.53 feet; thence North 47 degrees 37' 47" East 267.87 feet; thence South 42 degrees 22' 47" East 67.07 feet; thence North 85 degrees 14' 55" East 65.37 feet; thence South 1 degrees 41' 08" East 111.53 feet; thence South 00 degrees 57' 41" West 60.00 feet; thence Easterly 27.59 feet along the arc of a 130.00 foot radius curve to the left, the long chord of which bears North 84 degrees 48' 15" East 27.54 feet; thence South 00 degrees 53' 02" West 61.78 feet; thence South 88 degrees 38' 03" East 230.44 feet to the point of beginning, EXCEPTING THEREFROM any unvacated portions of Warring Street and Wendling Street lying with the above described boundary.

EXCEPTING THEREFROM a portion of Lots 6, 7, 8 and 9, Block 7, DIXON ADDITION to the City of Klamath Falls, Oregon, according to the official plat thereof on file in the office of the County Clerk of Klamath County, Oregon, in the SE1/4 of Section 28, Township 38 South, Range 9 East, Willamette Meridian, more particularly described as follows:

Beginning at a point on the Easterly right-of-way line of Fort Klamath Road (also known as Old Fort Road), North 16 degrees 46' 12" East 61.13 feet from the Southwesterly corner of said Block 7; thence South 79 degrees 07' 57" East 129.86 feet; thence North 7 degrees 44' 35" East 60.00 feet; thence North 79 degrees 07' 57" West 120.40 feet to the Easterly right-of-way line of Fort Klamath Road; thence South 16 degrees 46' 12" West 60.23 feet to the point of beginning.

ALSO EXCEPTING THEREFROM A portion of Lots 8 and 9, Block 7, DIXON ADDITION to the City of Klamath Falls, Oregon, according to the official plat thereof on file in the office of the County Clerk of Klamath County, Oregon, and the adjacent Northerly one-half of vacated Gibbs Street in the SE1/4 Section 28, Township 38 South, Range 9 East of the Willamette Meridian, Klamath County, Oregon, more particularly as follows:

Beginning at a point on the centerline of vacated Gibbs Street at its intersection with the Easterly right-of-way line of Fort Klamath Road (also known as Old Fort Road); thence South 88 degrees 52' 56" East 149.82 feet along said centerline of Gibbs Street; thence North 1 degree 23' 16" East 56.87 feet; thence North 79 degrees 07' 57" West 129.86 feet to the Easterly right-of-way line of Fort Klamath Road; thence South 16 degrees 46' 12" West 81.90 feet to the point of beginning.

ALSO EXCEPTING THEREFROM a portion of Lots 5, 6, 9 and a portion of the vacated alley in Block 7, DIXON ADDITION to the City of Klamath Falls, Oregon, according to the official plat thereof on file in the office of the County Clerk of Klamath County, Oregon, in the SE1/4 of Section 28, Township 38 South, Range 9 East, Willamette Meridian, more particularly described as follows:

Beginning at a point on the Easterly right-of-way line of Fort Klamath Road (also known as Old Fort Road), North 16 degrees 46' 12" East 121.36 feet from the Southwesterly corner of said Block 7; thence South 79 degrees 07' 57" East 120.40 feet; thence North 7 degrees 44' 35" East 82.08 feet; thence North 89 degrees 06' 58" West 111.12 feet to the Easterly right-of-way line of Fort Klamath Road; thence South 16 degrees 46' 12" West 63.03 feet to the point of beginning.

PAGE 4 OF REPORT NO. 43518-MS

PRELIMINARY REPORT
STATE OF OREGON: COUNTY OF KLAMATH: ss.

PRELIMINARY REPORT ONLY

Filed for record at request of Amerititle the 24th day
of April A.D., 19 98 at 11:55 o'clock A. M., and duly recorded in Vol. M98
of Mortgages on Page 13661.

FEE \$20.00

By Bernetha G. Letsch, County Clerk
Kathleen Ross