

67420

K-52984

SUBORDINATION AGREEMENT

98 OCT -6 AM 08 Vol 1992 Page 36701

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. _____, Records of said County.

Witness my hand and seal of County affixed.

By _____ NAME _____ TITLE _____, Deputy.

SPACE RESERVED
FOR
RECORDER'S USE

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

First American Title

422 Main St.

Klamath Falls, OR 97601

THIS AGREEMENT made and entered into this 25th day of September 19 98 by and between Klamath County / Pure Project hereinafter called the first party, and The Money Store hereinafter called the second party, WITNESSETH:
On or about November 10, 19 93, Kenneth T. Anderson and Kerry L. Anderson, being the owner of the following described property in Klamath County, Oregon, to-wit:

Lot 23 in Block 4, Tract No. 1087 First Addition to Banyon Park, in the County of Klamath, State of Oregon.

(IF SPACE INSUFFICIENT, CONTINUE DESCRIPTION ON REVERSE)
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 \$ 3,500.00, which lien was:
— Recorded on November 15, 19 93, in the Records of Klamath County, Oregon, in book/reel/volume No. M93 at page 30017 and/or as fee/file/instrument/microfilm/reception No. _____ (indicate which);
— Filed on _____, 19 _____, in the office of the _____ 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 (indicate which) where it bears file No. _____ and in the office of the _____ 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 \$ 65,500.00 to the present owner of the property, with interest thereon at a rate not exceeding 10.625 % 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) (hereinafter called the second party's lien) upon the property and is to be repaid not more than 360 Months (indicate which) from its date.

(OVER)



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.

FIRST AMERICAN TITLE INSURANCE COMPANY OF Oregon
formerly Klamath County Title Company
Agent/Successor Trustee

By: Trudie Durant
Vice President

STATE OF OREGON, County of Klamath) ss.

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

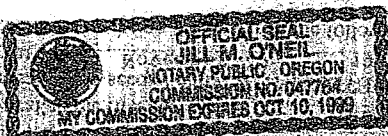
by _____, 19____,

This instrument was acknowledged before me on September 25, 1998,

by Trudie Durant

as Vice President

of First American Title Insurance Company of Oregon



Jill M. O'Neil
Notary Public for Oregon
My commission expires 10/10/99

STATE OF OREGON: COUNTY OF KLAMATH: ss.

Filed for record at request of First American Title the 6th day
of October A.D., 19 98 at 11:08 o'clock A.M., and duly recorded in Vol. M98
of Mortgages on Page 36701

FEE \$15.00

By: Bernetha Go Letsch, County Clerk
Kathleen Ross

RECEIVED FOR RECORD

24550

24550

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