

70076

## SUBORDINATION AGREEMENT

Vol. m98 Page 42390  
98 NOV 18 P3:52

Klamath County  
Pure Project

TO  
Klamath First Federal Savings and  
Loan Association

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

Aspen Title & Escrow, Inc.  
525 Main Street  
Klamath Falls, OR 97601

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 \_\_\_\_\_ day of November, 1998,  
by and between Klamath County Pure Project  
hereinafter called the first party, and Klamath First Federal Savings & Loan Association  
hereinafter called the second party, WITNESSETH:  
On or about September 28, 1993, Jeffrey O. Anderson and Jerry O. Anderson  
being the owner of the following described property in Klamath County, Oregon, to-wit:

Please see attached Exhibit "A"

(IF SPACE INSUFFICIENT, CONTINUE DESCRIPTION ON REVERSE)

executed and delivered to the first party a certain 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 \$ 3,500.00, which lien was:

Recorded on September 28, 1993, in the Records of Klamath County, Oregon, in  
book/reel/volume No. M-93 at page 24992 and/or as fee/file/instrument/microfilm/reception No.  
68763 (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 (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 \$ 59,700.00 to the present owner of the property, with interest thereon at a rate not exceeding 6.375 % per annum. This loan is to be secured by the present owner's Trust Deed

(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 30 \_\_\_\_\_ days ☒ years (indicate which)  
from its date.

(OVER)

42391



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 Co.*  
*as agent for Klamath County Public Project*  
*By: Trudie Durant*

STATE OF OREGON, County of Klamath ) ss.

This instrument was acknowledged before me on \_\_\_\_\_, 19\_\_\_\_,

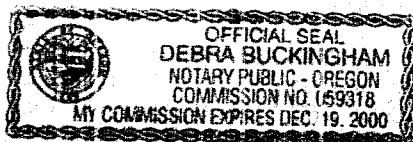
by \_\_\_\_\_

This instrument was acknowledged before me on November 17, \_\_\_\_\_, 1998,

by Trudie Durant

as Vice President

of First American Title Insurance Company



*Debora B.*  
 Notary Public for Oregon  
 My commission expires 12-19-2000

The North 70 feet of the South 139.2 feet of the West 131 feet of Lot 40, FAIR ACRES SUBDIVISION NO. 1, in the County of Klamath, State of Oregon. EXCEPTING THEREFROM the West 5 feet for County Road as set out in instrument recorded in Book 349 at Page 474, Deed Records of Klamath County, Oregon.

CODE 41 MAP 3809-35DC TL 2100

STATE OF OREGON: COUNTY OF KLAMATH: ss.

Filed for record at request of Aspen Title & Escrow the 18th day  
of November A.D., 19 98 at 3:52 o'clock P. M., and duly recorded in Vol. M98  
of Mortgages on Page 42390

FEE \$20.00

By Bernetha G. Letsch County Clerk