

## SUBORDINATION AGREEMENT

K-53290  
 KLAMATH FIRST FEDERAL S&L ASSN.  
 540 MAIN STREET  
 KLAMATH FALLS OR 9760

SPACE RESERVED  
 FOR  
 RECORDER'S USE

After recording, return to (Name, Address, Zip):  
 0900417343

KFFS&L

540 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/instru-  
 ment/microfilm/reception No. \_\_\_\_\_,  
 Records of said County.

Witness my hand and seal of County  
 affixed.

By \_\_\_\_\_ NAME \_\_\_\_\_ TITLE \_\_\_\_\_  
 \_\_\_\_\_, Deputy.

THIS AGREEMENT made and entered into this 24TH day of FEBRUARY, 19 99,  
 by and between MOLATORE, PEUGH, MCDANIEL, SCROGGIN & CO., AN OREGON PARTNERSHIP WHOSE PARTNERS\*\*  
 hereinafter called the first party, and KLAMATH FIRST FEDERAL SAVINGS & LOAN ASSN.  
 hereinafter called the second party, WITNESSETH:

On or about MARCH 12, 1993, RICHARD F. BOGATAY, JON ROBERT BOGATAY AND DAVE  
HENZEL, being the owner of the following described property in KLAMATH County, Oregon, to-wit:

**\*\*ARE DENNIS PEUGH, ROBERT MCDANIEL AND TERRENCE SCROGGIN.**

SEE LEGAL DESCRIPTION MARKED EXHIBIT "A" ATTACHED HERETO AND BY THIS REFERENCE MADE A PART  
 HEREOF AS THOUGH FULLY SET FORTH HEREIN.

(IF SPACE INSUFFICIENT, CONTINUE DESCRIPTION ON REVERSE)

executed and delivered to the first party a certain UNRECORDED LEASE AND OPTION AGREEMENT

(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 \$ N/A, which lien was:  
 — Recorded on \_\_\_\_\_, 19\_\_\_\_, in the Records of \_\_\_\_\_ County, Oregon, in  
 book/reel/volume No. \_\_\_\_\_ at page \_\_\_\_\_ 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 (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 \$ 166,000.00 to the present owner of the property, with interest there-  
 on at a rate not exceeding 6.625 % 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 FIVE ☐ days ☒ years (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 N/A 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.

Dennis Peugh  
DENNIS PEUGH

Robert McDaniel  
ROBERT MCDANIEL

Terrence Scroggin  
TERRENCE SCROGGIN

STATE OF OREGON, County of Klamath ) ss.

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

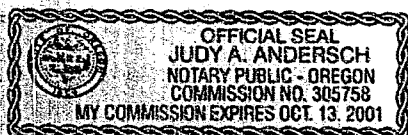
by \_\_\_\_\_, 1999.

This instrument was acknowledged before me on March 1, 1999.

by Dennis Peugh, Robert McDaniel, Terrence Scroggin

as Partners

of Malaterra, Peugh, McDaniel, Scroggin & Co. LLP



Judy A. Andersch  
Notary Public for Oregon

My commission expires Oct. 13, 2001

## EXHIBIT "A"

LOTS 7 AND 8, BLOCK 13, ORIGINAL TOWN OF LINKVILLE, NOW CITY OF KLAMATH FALLS, ACCORDING TO THE OFFICIAL PLAT THEREOF ON FILE IN THE OFFICE OF THE COUNTY CLERK OF KLAMATH COUNTY, OREGON. EXCEPTING THE SOUTHEASTERLY 8 FEET THEREOF HERETOFORE DEEDED TO THE CITY OF KLAMATH FALLS, FOR ALLEY PURPOSES.

STATE OF OREGON: COUNTY OF KLAMATH:

ss.

Filed for record at request of First American Title the 8th day  
of March A.D., 1999 at 11:17 o'clock A. M., and duly recorded in Vol. M99  
of Mortgages on Page 8150

FEE

\$20.00

Linda Smith, County Clerk

by Kathleen Rea

