| SORIA No. 532 - SUBCADINATION ASSAULT  |   |  |  |  |
|--|---|--|--|--|
| NS   |   | COPYRIGHT 1998 STEVENS NEES LAW PUBLINGKS OF , FORTLAND, OH 97204  |  |  |
| 99   | MIT: Bas see                            | A CONTRACT OF THE OWNER OF |  |  |
| SUBORDINATION AGREEMENT  | MPR -0 A11:15                           | Vol. <u>M99</u> Page 12293   |  |  |
|  |   | STATE OF OREGON.   |  |  |
| ET AMACULE TYPE  |   | County of  |  |  |
| KLAMATH FIRST FEDERAL S&L ASSN.<br>540 MAIN STREET   |   | vas received for record on the day   |  |  |
| KLAMATH FALLS, OR 97601  | SPACE RUSERVED<br>FOR<br>RECORDER'S USE | 10   |  |  |
| SAME   |   | o'clock  |  |  |
|  |   | dition is the file /   |  |  |
| After recording, return to (Hame, Address, Zp):  |   | ment/microfilm/reception No.   |  |  |
| UPITE  |   | Witness my hand and seal of County affixed.  |  |  |
|  |   |  |  |  |
|  |   | NAME THE   |  |  |
| THIS AGREEMENT made and his set  | K53819                                  | By, Deputy.  |  |  |
| THIS AGREEMENT made and entered into this<br>by and between  | L ASSN. day of _                        | April 1099   |  |  |
| ucicinamer contact the and the   |   | ASSN   |  |  |
| On or about May 20, WIINESSEIH:  |   |  |  |  |
| being the owner of the following de  | escribed property inKLA                 | MATH   |  |  |
| Lot 6 and the Southerly 5.5 feet of<br>the City of Klamath Falls, according<br>office of the County Clerk of Klamat  | h County, Oregon.                       | energoi on flie in the   |  |  |
|  | Irust Deed                              |  |  |  |
| (herein called the first party's ilen) on the property, to secure<br>— Recorded on <u>June 1</u><br>19-19-19-19-19-19-19-19-19-19-19-19-19-1                 | the sum of \$ 10,000 c                  | d, contract, security agreement or otherwise)  |  |  |
| - Recorded on June 1<br>took/recl/volume No. <u>M-98</u> at page<br>Filed on (indicate which);   | 98, in the Records of                   | Klamath  |  |  |
| Filed on Filed on  | and/or as                               | fce/file/instrument/microfilm/reception No.  |  |  |
| Filed on   | in the office of the                    |  |  |  |
| Filed on (indicate which);<br>No (indicate which);<br>Created by a security agreement, notice of which<br>of a financing statement in the office of the Oreg | univ, Oregon, where it be               | ars fee/file/instrumcut/microfilm_reception  |  |  |
| - Created by a security agreement, notice of which<br>of a financing statement in the office of the Oreg<br>where it bears file No.                          | was given by the filing on              |  |  |  |
|  | in the office of the $\Box$             | Dept. of Motor Vehicles (indicate which)   |  |  |
| Lounty, Oreg   | OF. where it have a                     | <b>en</b> ()   |  |  |
| times since the data at  | e. The first most have a                | •  |  |  |
| times since the date thereof has been and now is the owner and<br>The second party is about to loan the sum of \$ 100,000<br>at a rate not averaging 6 750   | d holder thereof and the del            | bt thereby secured.  |  |  |
| DEED OF TRUST  | is to be secured by the                 | owner of the property, with interest there.  |  |  |
| COURSE OF LAST TO BE COMEN AND AND AND AND AND AND AND AND AND AN  |   |  |  |  |
| be second party's lien) upon the property and is to be repaid no<br>rom its date.  | of more than <u>30</u>                  | [] days XX years (indicate which)  |  |  |
| (OVER)   |   |  |  |  |
|  |   |  |  |  |
|  |   |  |  |  |

14'<sup>LL</sup>

12294

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

It is expressly understood and agreed that nothing herein contained shall be construct to change, alter or impair the first force or effect.

in construing this subordination agreement, and where the context so requires, the singular includes the plural, and all gramparty's lien, except as hereinabove expressly set forth.

matical 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 F  | URST FEDERAL SAL ASI       | SN. DI.      | a         |
|--|--|----------------------------|--------------|-----------|
|  | $\langle \rangle$  | 5776                       |              | ,         |
|  |  | Prot                       |              |           |
|  |  |                            |              |           |
|  |  | 1                          |              |           |
|  | Klouna   | () ss. /                   | 106          | <i>iG</i> |
| STATE OF OREGON, (   | County of county of  | on April Ind               |              | b-4-s<br> |
| by Jack Bla  | County of <u><u>K</u>(anna )<br/>was acknowledged before my<br/><u>Kensour</u></u> | Loril Zuch                 | . 19         | 19.       |
| This instrument  | Versloweged before m   |                            |              | •         |
| by Jack Part   | Laur Marsay  |                            | Associati    | 01        |
| of Klausall  | First Federal S  | weings and loan            | 1            |           |
|  | · · · · · · · · · · · · · · · · · · ·  | lode M. y                  | <u>un</u>    |           |
|  | Notary Pupil   | c for Oregon 9-24-         | 01           |           |
|  | My commiss   | ion expires                |              | ;         |
| OFRISIAL SEAL<br>TODD M. FORD                                |  |                            |              |           |
| NOTARY PUBLIC OREGON   |  |                            |              |           |
| COMMISSION NO. S05167<br>MY COMMISSION EXPIRES SEP. 24, 2001 |  |                            |              |           |
|  | n.   |                            |              |           |
|  |  |                            |              |           |
|  |  |                            |              |           |
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|  |  |                            |              |           |
|  |  |                            |              |           |
|  |  |                            |              |           |
| STATE OF OREGON : COUNTY OF KLAMATH:                         | SS   | the                        | 6th          | day       |
| Filed for record at request of First                         | st American Title<br>11:15o'clock  | A.M., and duly recorded in | Vol          |           |
|  | trages   | on Page 12293              | County Clerk |           |
| I  |  | by Katolun Rose            | /            |           |
| \$15.00  | 1  | by farmer for              |              |           |
| FRE  |  |                            |              |           |