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## SUBORDINATION AGREEMENT

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.

NAME

TITLE

By \_\_\_\_\_, Deputy.

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

Indy Mac Mortgage Holdings  
155 N Lake Avenue  
Pasadena, CA 91101  
Ref: Loan Act # 458211

SPACE RESERVED  
FOR  
RECORDER'S USE

THIS AGREEMENT made and entered into this 26th day of April, 1999, by and between Klamath County/Pure Project herein after called the first party, and Indy Mac Mortgage Holdings Inc. herein after called the second party, WITNESSETH:  
On or about February 10, 1994, Joseph R. Willer and Denise L. Willer, \_\_\_\_\_, being the owner of the following described property in Klamath County, Oregon, to-wit:

Lot 33 Summers 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 \$2,520.00, which lien was:

- Recorded on February 11, 1991, in the Records of Klamath County, Oregon, in book/reel/volume No. M94 at page 4695 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 \_\_\_\_\_ 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 \$108,200.00 to the present owner of the property, with interest thereon at a rate not exceeding 8.525% per annum. This loan is to be secured by the present owner's

Trust Deed and Note (hereinafter called

(State nature of loan 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 39 days (indicate which) from its date.

(OVER)



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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

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\_\_\_\_,

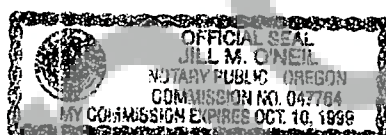
by \_\_\_\_\_

This instrument was acknowledged before me on April 26, 1999,

by Trudie Durant

as Vice President

of First American Title Insurance Company



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 Aspen Title & Escrow the 30th day  
of April A.D., 1999 at 11:29 o'clock A. M., and duly recorded in Vol. M99  
of Mortgages on Page 16289

FEE \$15.00

Linda Smith County Clerk  
by Linda Smith