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**SUBORDINATION AGREEMENT  
 OF TRUST DEED**

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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):

The Klamath Tribes  
 P.O. Box 436  
 Chiloquin, Or. 97624

THIS AGREEMENT made and entered into this 5th day of December, 2000, 19, by and between The Klamath Tribes, a Federally Recognized Indian Tribe of the State of hereinafter called the first party, and Owen W. MacPhee and Neva K. MacPhee Oregon hereinafter called the second party, WITNESSETH:

On or about July 06, 19 99, Carmel Weeks, being the owner of the following described property in Klamath County, Oregon, to-wit:

See exhibit "A" attached hereto and made a part hereof for legal description

(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 \$ 27,500.00, which lien was:

- (Delete any language not pertinent to this transaction)
- Recorded on July 06, 19 99, in the Records of Klamath County, Oregon, in book/reel/volume No. M-99 at page 26855 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 \$ 50,000.00 to the present owner of the property, with interest thereon at a rate not exceeding 13 % per annum. This loan is to be secured by the present owner's Trust Deed (hereinafter called

(State nature of lien 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 5 ☐ 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 30 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.

The Klamath Tribes

Roy La Fronboise

By: Roy LaFronboise, Housing Director

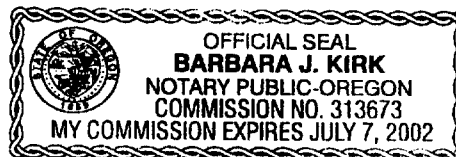
STATE OF OREGON, County of Klamath ) ss.

This instrument was acknowledged before me on December 6, 2000, 1900,  
by Roy La Fronboise

This instrument was acknowledged before me on \_\_\_\_\_, 19\_\_\_\_,  
by \_\_\_\_\_,  
as \_\_\_\_\_,  
of \_\_\_\_\_

Barbara J. Kirk  
Notary Public for Oregon

My commission expires July 7, 2002



## EXHIBIT "A"

A parcel of land lying in Lots 44 and 45, Block G, HOMECREST, in the County of Klamath, State of Oregon, more particularly described as follows:

Beginning at the Northwest corner of Lot 44 of said Block G; thence East along the North line of said Lot 44, 123.66 feet; thence South 26 degrees 00' East 97.0 feet; thence South 79 degrees 00' West 138.0 feet; thence North 45 degrees 00' West along the Northeasterly line of Crest Street (Faircrest Drive on the official plat of Homecrest) 55.1 feet; thence North along the West line of said Lot 44, to the point of beginning.

CODE 41 MAP 3909-3AB TL 4600

Initialed \_\_\_\_\_  
Date: \_\_\_\_\_  
Time: \_\_\_\_\_

State of Oregon, County of Klamath  
Recorded 12/11/00, at 3:01 p. m.  
In Vol. M00 Page 44311  
**Linda Smith,**  
County Clerk Fee \$ 31<sup>00</sup>