

'01 DEC 7 AM 11:21

Account Number 0300581774

Vol M01 Page 62505

WHEN RECORDED MAIL TO:  
Homecomings Financial Network, Inc.  
2711 N. Haskell Avenue, Suite 900  
Dallas, TX 75204  
Attn.: Correspondence Department

State of Oregon, County of Klamath  
Recorded 12/07/01 11:21 a m.  
Vol M01, Pg 62505-07  
Linda Smith, County Clerk  
Fee \$ 3.00 # of Pgs 3

mtc 54707 - ms

THE SUBORDINATION IS NOT VALID FOR RECORDING AFTER NINETY (90) DAYS FROM THE DATE FIRST APPEARING BELOW. ANY CHANGES TO THIS DOCUMENT WITHOUT PRIOR WRITTEN INVESTOR APPROVAL WILL RENDER THIS SUBORDINATION NULL AND VOID.

SPACE ABOVE THIS LINE FOR RECORDER'S USE

## Subordination Agreement OF A TRUST DEED

THIS SUBORDINATION AGREEMENT ("Agreement") is made this 3 December, 2001, between Jeffrey A. Pahl ("Borrower"), whether one or more, and Residential Funding Corporation ("Subordinating Lender").

### WITNESSETH

WHEREAS, Borrower executed a note in the original principal sum of \$33,500.00 dated 08/31/2001, secured by a deed of trust or mortgage of even date therewith in favor of Guaranty National Bank of Tallahassee covering property located at 3218 Patterson Street, Klamath Falls, OR 97603, ("Property") recorded on 09/20/2001, as Volume M01 Page 47815, in Official Records of said County; and

WHEREAS, the note and deed of trust or mortgage have been assigned to Subordinating Lender; and

WHEREAS, Borrower has executed, or is about to execute, a deed of trust or mortgage and note not to exceed the sum of \$106,429.00 dated 11 / 08 / 01, ("New Loan") in favor of Washington Mutual Bank, FA, ("New Lender"); and

WHEREAS, New Lender is willing to make the New Loan provided the deed of trust or mortgage securing same is a lien or charge upon the Property prior and superior to the lien or charge of the deed of trust held by Subordinating Lender, and provided that Subordinating Lender will specifically and unconditionally subordinate its lien to the lien or charge of the deed of trust or mortgage in favor of New Lender; and

WHEREAS, it is to the mutual benefit of the parties hereto that New Lender make such New Loan to Borrower; and Subordinating Lender is willing that the deed of trust or mortgage securing same shall, when recorded, constitute a lien or charge upon said land which is unconditionally prior and superior to the lien or charge held by Subordinating Lender.

NOW, THEREFORE, in consideration of the mutual benefits accruing to the parties hereto and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and in order to induce New Lender to make the New Loan, it is hereby declared, understood and agreed as follows:

1. The deed of trust or mortgage securing the New Loan in favor of New Lender, and any renewals or extensions thereof, shall unconditionally be and remain at all times a lien or charge on the Property, prior and superior to Subordinating Lender's lien or charge.

Account Number 0300581774  
Borrower Names Jeffrey A. Pahl and  
Subordination Agreement  
Page 2 of 3

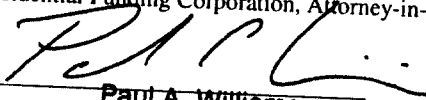
62506

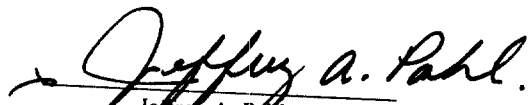
2. New Lender would not make its New Loan without this Agreement.
3. This Agreement shall be the whole and only agreement with regard to the subordination of the Subordinating Lender's lien or charge to the New Lender's lien or charge.

(ALL SIGNATURES MUST BE ACKNOWLEDGED)  
IT IS RECOMMENDED THAT, PRIOR TO THE EXECUTION OF THIS AGREEMENT, THE  
PARTIES CONSULT WITH THEIR ATTORNEYS WITH RESPECT THERETO.

Residential Funding Corporation  
By Residential Funding Corporation, Attorney-in-Fact

By

  
Paul A. Williams  
Assistant Vice President

  
Jeffrey A. Pahl

\_\_\_\_\_

62507

Account Number 0300581774  
Borrower Names Jeffrey A. Pahl and  
Subordination Agreement  
Page 3 of 3

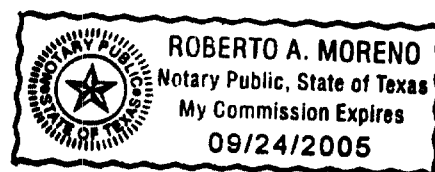
**ACKNOWLEDGMENT BY SUBORDINATING LENDER**

State of TX  
County of Dallas

On this, the 3 day of December, 2001, before me, a Notary Public, personally appeared Paul A. Williams, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in her authorized capacity, for the purposes and consideration therein expressed, as the act and deed of said corporation.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

[Signature]  
Notary Public



**ACKNOWLEDGMENT BY BORROWER**

State of Oregon  
County of Klamath

On this, the 5th day of December 2001, A Notary Public, personally appeared Jeffrey A. Pahl, known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same for the purposes and consideration therein expressed.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

[Signature]  
Notary Public



**ACKNOWLEDGMENT BY BORROWER**

State of \_\_\_\_\_  
County of \_\_\_\_\_

On this, the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, A Notary Public, personally appeared \_\_\_\_\_, known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same for the purposes and consideration therein expressed.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

\_\_\_\_\_  
Notary Public