

NN

# SUBORDINATION AGREEMENT TRUST DEED

'01 DEC 11 PM 3:20

 Vol M01 Page 63413  
 STATE OF OREGON, 1


To

 SPACE RESERVED  
FOR  
RECORDER'S USE

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

Amerititle  
attn: Donna  
1501 East McGowan Rd  
Medford OR 97504

MTC 85726

State of Oregon, County of Klamath

Recorded 12/11/01 3:20 P m.Vol M01, Pg 63413-14

Linda Smith, County Clerk

Fee \$ 26.00 # of Pgs 2

Deputy.

THIS AGREEMENT dated December 10, 2001  
 by and between The Real Estate Center II,  
 hereinafter called the first party, and Green River Clinical Pathologists PC Profit Sharing Plan,  
 hereinafter called the second party, WITNESSETH: Dr. Frank Hong, Trustee  
 On or about (date) July 24, 2001, Lakewoods Development, LLC  
 being the owner of the following described property in Klamath County, Oregon, to-wit:

Lots 1-6, Block 4, in Tract No. 1051, Lakewoods Subdivision Unit No. 2, according  
 to the official plats thereof on file in the office of the County Clerk of Klamath  
 County, Oregon

(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 \$ 30,000.00, which lien was:  
 — Recorded on July 25, 2001, in the Records of Klamath County, Oregon, in  
 book/reel/volume No. M01 at page 36838 and/or as fee/file/instrument/microfilm/reception No.  
 (indicate which);  
 — Filed on \_\_\_\_\_, 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).

 (Delete any language not  
pertinent to this transaction)

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 \$ 650,000.00 to the present owner of the property, with interest there-  
 on at a rate not exceeding 12 % 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 5 days ☐ years (indicate which)  
 from its date.

(OVER)

26.00M



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 15 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 Real Estate Center II

*Emilie Thornton*  
*Broker/Owner -*

STATE OF OREGON, County of Jackson ) ss.

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

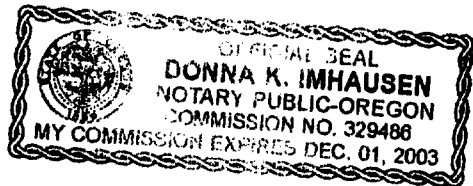
by \_\_\_\_\_

This instrument was acknowledged before me on December 10, 2001

by Emilie Thornton

as Broker/Owner

of The Real Estate Center II



*[Signature]*  
 Notary Public for Oregon

My commission expires \_\_\_\_\_