When Recorded Return To:
Washington Mutual Bank FA
333 East Butterfield Road, Ste 400
Vernon Hills, IL 60061

Vol M01 Page 66097

State of Oregon, County of Klamath
Recorded 12/26/01, at 3:24P m
in Vol. M01 Page 66097-98
Linda Smith, County Clerk
Fee $ 26.00 # of Pgs 2

'01 DEC 26 PM3:24

MTC 55620-MS

SUBORDINATION AGREEMENT
OF TRUST DEED

STATE OF OREGON)
) SS.
COUNTY OF KLAMATH)

This agreement is made as of the 20TH day of DECEMBER, 2001 by the South Valley Bank & Trust hereafter referred to as the "Beneficiary").

WITNESSETH:

WHEREAS, on June 29, 2000, Calvin Lusk and Georgie Ann Murphy, husband and wife (hereinafter collectively referred to as "Borrower") executed a Deed of Trust (hereinafter referred to as the "Deed of Trust") to Beneficiary, encumbering the real property described on Exhibit A and certain fixtures and personal property described in the Deed of Trust (such real and personal property and fixtures, any and all leases, rents, issues, profits and contracts relating thereto being hereinafter referred to as the "Property"), to secure a promissory note in the original principal sum of $63,000.00, recorded June 30, 2000 in Volume M00, Page 24190, in the records of the County Recorder of Klamath County, OR; and

WHEREAS, a refinance instrument is to be filed for record contemporaneously with this Agreement in the records of Klamath County, OR being made to Borrowers by Washington Mutual Bank, F.A. ("Lender") refinancing that certain Deed of Trust ("Security Instrument"), in the original principal sum of $336,000.00 dated June 29, 2000 and recorded June 30, 2000 in Volume M00, Page 24181 in the records of the County Recorder of Klamath County, OR; and; WHEREAS, the new refinance instrument being in the principal sum of $336,000.00; and;

WHEREAS, Lender requires as a condition of the Loan, that Beneficiary subordinate the Deed of Trust, together with all other documents now or hereafter evidencing, securing or otherwise relating to any of the obligations secured or to be secured by the Deed of Trust, to the documents evidencing and securing the Loan from Lender so that such Loan documents shall create a lien upon the Property superior to the Deed of Trust and the indebtedness thereby secured;

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NOW, THEREFORE, Beneficiary, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, hereby agrees, notwithstanding any provision of the Deed of Trust or any instrument or document relating thereto, that the lien of the Deed of Trust and all rights of Beneficiary in and to the Property, including but not limited to any and all interest, rights powers and remedies arising under or by virtue of the Deed of Trust, or any and all other instruments now or hereafter evidencing, securing or otherwise relating to any of the obligations expressly subordinate to, and does hereby subordinate and declare to be subordinate the lien of the Deed of Trust and the aforesaid interests, rights, powers and remedies to (i) the lien of the Lender, evidenced by the Security Instrument, (ii) the indebtedness secured by the Security Instrument, including without limitation, all sums or debts now or hereafter secured thereby, and all interest accrued or to accrue on any of such indebtedness, (iii) all other loan documents executed in connection with the Loan, and (iv) any modifications, amendments, renewals, replacements and alterations of the Security Instrument or the note or notes secured thereby. Beneficiary further agrees that in the event of default under the Deed of Trust or default under the Security Instrument and the foreclosure by Beneficiary or Lender under their respective security instruments, all right, lien and claim of Beneficiary in and to the Property under the Deed of Trust shall be subordinate to and payable only following complete satisfaction of all right, lien and claim of Lender in and to the Property under the Security Instrument.

Beneficiary hereby acknowledges that Lender shall rely upon this Agreement in the refinancing of said stated deed of trust which shall be secured by the Security Instrument, and that Lender shall have been induced to refinance the Loan by the representations and agreements made by Beneficiary herein.

This Agreement shall be construed in accordance with the laws of the State of OR.

Beneficiary: South Valley Bank & Trust
By Vergie Wright Stepahin
Its VERGIE WRIGHT-STEPAHIN
VICE PRESIDENT
Attest: _____
Its _____

_____ _____
Witness

STATE OF OREGON)
) SS.
COUNTY OF KLAMATH)

On DECEMBER 20, 2001 before me, MARY MAYO a Notary Public in and for said County and State, personally appeared VERGIE WRIGHT STEPAHIN personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal

Signature Mary E Mayo (This area for official notarial seal)

OFFICIAL SEAL
MARY E. MAYO
NOTARY PUBLIC-OREGON
COMMISSION NO. 317703
MY COMMISSION EXPIRES NOV. 3, 2002

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