

NS

Vol M01 Page 66441



**SUBORDINATION AGREEMENT/**  
of Trust Deed

Klamath First Federal  
714 Main Street  
Klamath Falls, OR 97601

To  
Klamath First Federal  
714 Main Street  
Klamath Falls, OR 97601

SPACE RESERVED  
FOR  
RECORDER'S USE

State of Oregon, County of Klamath  
Recorded 12/27/01, at 3:32 PM  
in Vol. M01 Page 66441-42  
Linda Smith, County Clerk  
Fee \$ 26.00 # of Pgs 2

After recording, return to (Name, Address, Zip):  
Klamath First Federal  
Residential Lending Center  
714 Main Street  
Klamath Falls, OR 97601

THIS AGREEMENT made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_,  
by and between Klamath First Federal Savings and Loan Association  
hereinafter called the first party, and Klamath First Federal Savings and Loan Association  
hereinafter called the second party, WITNESSETH:  
On or about March 21, 2001, ~~by~~ James E. Essany and Kathleen M. Essany  
\_\_\_\_\_, being the owner of the following described property in Klamath County, Oregon, to-wit:

Lot 272 Running Y Resort, Phase 3, according to the official plat 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 \$40,000.00, which lien was:  
— Recorded on March 23, 2001, ~~by~~ in the Records of Klamath County, Oregon, in  
book/reel/volume No. M01 at page 11635 and ~~as fee file/instrument/microfilm/reception file~~  
~~XXXXXXXXXXXXXXXXXXXX (indicate which);~~  
— Filed on ~~XXXXXX~~ March 23, 2001 in the office of the ~~XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX~~ of  
~~XXXXXXXXXXXXXXXXXXXX~~ County, Oregon, where it bears fee/file/instrument/microfilm/reception  
~~file~~ ~~XXXXXXXXXXXXXXXXXXXX (indicate which);~~  
— Created by a security agreement, notice of which was given by the filing on ~~XXXXXXXXXXXXXXXXXXXXXXXXXXXX~~ March 23, 2001  
of a financing statement in the office of the Oregon ~~Secretary of State~~ Dept. of Motor Vehicles (indicate which)  
where it bears file No. ~~XXXXXXXXXXXXXXXXXXXX~~ and in the office of the ~~XXXXXXXXXXXXXXXXXXXXXXXXXXXX~~ of  
~~XXXXXXXXXXXXXXXXXXXX~~ County, Oregon, where it bears fee/file/instrument/microfilm/reception ~~file~~  
~~XXXXXXXXXXXXXXXXXXXX (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 \$158,000.00 to the present owner of the property, with interest there-  
on at a rate not exceeding 5.625 % 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 fifteen  days  years (indicate which)  
from its date.

(OVER)

K26

1082

01-DEC-27 PM 3:32



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 N/A 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.

Klamath First Federal Savings and Loan Association

By: 

STATE OF OREGON, County of Klamath ) ss.  
This instrument was acknowledged before me on December 27, 192001  
by Jacq S Blankenburg  
This instrument was acknowledged before me on \_\_\_\_\_, 19\_\_\_\_,  
by \_\_\_\_\_,  
as \_\_\_\_\_,  
of \_\_\_\_\_.

Stacy L. Makee  
Notary Public for Oregon  
My commission expires Aug 2, 2002

