

AFTER RECORDING, RETURN TO:
Portland Teachers Credit Union
Lending Services
PO Box 3750
Portland, OR 97208

State of Oregon, County of Klamath
Recorded 02/15/2002 at 3:17 p m
In Vol.M02 Page 9457-58
Linda Smith, County Clerk
Fee \$ 26.00 # of Pgs 2

'02 FEB 15 PM3:17

K57847

SUBORDINATION AGREEMENT
OF TRUST DEED

THIS AGREEMENT, Made and entered into this 25th of January, 2002 by and between Portland Teachers Credit Union hereinafter called the first party, and Columbia River Bank called the second party;

WITNESSETH:

On or about October 19th, 2000, Leona Montagna Conwell and Donald Conwell, being the owner of the following described property in Klamath County, Oregon, to-wit:

Lot 8, Block 5, Sun Forest Estates, Tract 1060, according to the official plat thereof on file on the office of the County Clerk of Klamath County, Oregon
Modification decreasing amount secured to \$11,000.00 not yet recorded

Executed and delivered to the first party a certain Trust Deed (herein called the first parties lien) on the property to secure the sum of \$35,000.00 which lien was recorded on October 25th, 2000, in the file records of Klamath County, Oregon in Book/reel /volume No.M00 at page 38923 and/ or as fee/ file/ instrument/ microfilm/ reception No..
Reference to the document so recorded or filed hereby is 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 \$105,000.00 to the present owner of the property, with interest thereon at a rate not exceeding 6% per annum. The loan is to be secured by the present owner's Trust Deed (hereinafter called the second parties lien) upon the property and is to be repaid not more than 30 years from its date.

To induce the second party to make the loan last mentioned, the first party heretofore 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.

K26-

NOW, THEREFORE, for the value received, and for the purpose of inducing the second party to make the loan aforesaid, the first party, first parties personal representatives (or successors) and assigns, hereby covenants, consents and agrees to and with the second party, second parties personal representatives (or 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 second parties lien in all respects shall be first, prior and superior to that of the first party, provided always, however, that if second parties lien is not duly filed or recorded or an appropriate financing statement thereon 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 parties 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.

x Paula Marie Hepner
Paula Marie Hepner

STATE OF OREGON,

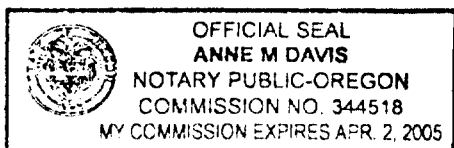
County of Multnomah ss.

This instrument was acknowledged before me on January 25th, 2002.

By: Paula Marie Hepner

As: Coordinator Lending Services

Of: Portland Teachers Credit Union



Anne M Davis
Notary Public for Oregon

My commission expires 4/25