

State of Oregon, County of Klamath  
Recorded 03/05/2002 3:38 p. m.  
Vol M02, Pg 13260-62  
Linda Smith, County Clerk  
Fee \$ 21.00 # of Pgs 3

'02 MAR 5 PM 3:38

When recorded return to:  
Conseco Finance Servicing Corp., F/K/A  
Green Tree Financial Servicing Corporation  
7360 South Kyrene  
Tempe, AZ 85283  
Attn: HID/ Subordinations  
GT# 15814572

K53888sc

(Space above line for recorder's use)

### Subordination Agreement (of Trust Deed)

Notice: This Subordination Agreement results in your security interest in the property becoming subject to and of lower priority than the lien of some other or later security instrument.

**This Agreement**, made this 27th day of February, 2002 by Walter Paul Hammerich and Nancy Louise Hammerich, grantor, owner of the land hereinafter described and hereinafter referred to as "Owner," and Conseco Finance Servicing Corp., grantee, present owner and holder of the deed of trust and note first hereinafter described and hereinafter referred to as "Beneficiary,"

### WITNESSETH

**That Whereas** Walter Paul Hammerich and Nancy Louise Hammerich did execute a deed of trust, dated December 11, 1997, as trustor, covering:

to secure a note in the sum of **\$22,706.00**, dated December 11, 1997 to Mike Bohannon, trustee, in favor of Pro Vinyl Supply, Inc. as assigned to Green Tree Financial Servicing Corporation as Recording Number M-98 on page 54, which deed of trust was recorded in Klamath County, on January 2, 1998 as Recording Number Book M-98 on page 47 of Official Records of said county; and

**Whereas** Owner has executed, or is about to execute, a deed of trust and note not to exceed the sum of **\$1,150,000.00**, dated February 8, 2002, in favor of, **Klamath First Federal**, hereinafter referred to as "Lender," payable with interest and upon the terms and conditions described therein, which deed of trust is to be recorded concurrently herewith; and

**Whereas** It is a condition precedent to obtaining said loan that said deed of trust last above mentioned shall unconditionally be and remain at all times, a lien or charge upon the land hereinbefore described, prior and superior to the lien or charge of the deed of trust first above mentioned; and

K31

**Whereas**, Lender is willing to make said loan provided the deed of trust securing the same is a lien or charge upon the above described property prior and superior to the lien or charge of the deed of trust first above mentioned and provided that Beneficiary will specifically subordinate the lien or charge of the deed of trust first above mentioned to the lien or charge of the deed of trust in favor of Lender; and

**Whereas**, it is to the mutual benefit of the parties hereto that Lender make such loan to Owner; and Beneficiary is willing that the deed of trust securing the same shall, when recorded, constitute a lien or charge upon said land which is prior and superior to the lien or charge of the deed of trust first above mentioned.

**Now, Therefore**, in consideration of the mutual benefits accruing to the parties hereto and other valuable consideration, the receipt and sufficiency of which consideration is hereby acknowledged, and in order to induce Lender to make the loan above referred to, it is hereby declared, understood and agreed as follows:

(1) That said deed of trust securing said note in favor of Lender shall be and remain at all times a lien or charge on the property therein described, prior and superior to the lien or charge of the deed of trust first above mentioned.

(2) That Lender would not make its loan above described without this subordination agreement.

(3) That this agreement shall be the whole and only agreement with regard to the subordination of the lien or charge of the deed of trust first above mentioned to the lien or charge of the deed of trust in favor of Lender above referred to and shall supersede and cancel, but only insofar as would affect the priority between the deeds of trust hereinbefore specifically described, any prior agreements as to such subordination including, but not limited to, those provisions, if any, contained in the deed of trust first above mentioned, which provide for the subordination of the lien or charge therefore to another deed or deeds of trust or to another mortgage or mortgages.

Beneficiary declares, agrees and acknowledges that

(a) He consents to and approves (I) all provisions of the note and deed of trust in favor of Lender above referred to, and (II) all agreements, including but not limited to any loan or escrow agreements, between Owner and Lender for the disbursement of the proceeds of Lender's loan;

(b) Lender in making disbursements pursuant to any such agreement is under no obligation or duty to, nor has Lender represented that it will, see the application of such proceeds by the person or persons to whom Lender disburses such proceeds;

(c) An endorsement has been placed upon the note secured by the deed of trust first above mentioned that said deed of trust has by this instrument been subordinated to the lien or charge of the deed of trust in favor of Lender above referred to.

**Notice: This Subordination agreement contains a Provision which allows the person obligated on your real property security to obtain a loan, a portion of which may be expended for other purposes than improvement of the land.**

( All signatures must be acknowledged )

BY: \_\_\_\_\_

ERIC SEABROOK

ITS Authorized Agent of Home  
Improvement Division and Authorized Agent of  
Green Tree Financial Servicing Corporation

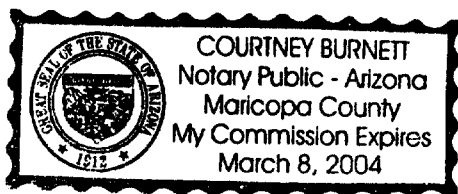
13262

State of Arizona

County of Maricopa

On 2-28-02, before me, **Courtney Burnett**, personally appeared **Eric Seabrook**, known to me to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.



Courtney Burnett  
Notary public

My Commission Expires: 3/8/04

-----OPTIONAL-----

Though the data below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form.

**CAPACITY CLAIMED BY SIGNER**

☐ INDIVIDUAL

☐ CORPORATE OFFICER

☐ PARTNER(S) ☐ LIMITED  
☐ GENERAL

☐ ATTORNEY-IN-FACT

☐ TRUSTEE(S)

☐ GUARDIAN/CONSERVATOR

☐ OTHER: \_\_\_\_\_

SIGNER IS REPRESENTING:  
NAME OF PERSON(S) OR ENTITY(IES)

\_\_\_\_\_

**DESCRIPTION OF ATTACHED DOCUMENT**

\_\_\_\_\_  
TITLE OR TYPE OF DOCUMENT

NUMBER OF PAGES: \_\_\_\_\_

\_\_\_\_\_  
DATE OF DOCUMENT

\_\_\_\_\_  
SIGNER(S) OTHER THAN NAMED ABOVE