

AFTER RECORDING RETURN TO:  
WELLS FARGO CONSUMER LOAN CENTER  
PO BOX 31557  
BILLINGS, MT 59107

MTL 58659-TM

Vol M02 Page 62806

State of Oregon, County of Klamath  
Recorded 10/31/2002 3:02 P. m.  
Vol M02, Pg 62806-09  
Linda Smith, County Clerk  
Fee \$ 36.00 # of Pgs 4

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#### SUBORDINATION AGREEMENT

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 is made this 25<sup>th</sup> day of October 2002, by and between Wells Fargo Bank West, N.A. (Equity Direct) a national bank with its headquarters located at 1740 Broadway, Denver, CO (herein called "Lien Holder"), and Wells Fargo Home Mortgage, Inc., with its main office located in the State of Iowa (herein called the "Lender").

#### RECITALS

Lien Holder is the beneficiary/mortgagee under a deed of trust/mortgage, dated December 13, 2000 executed by Marc T. Kane, a married person (the "Debtor") which was recorded in the county of Klamath, State of Oregon, as volume m01, page 300 on January 3, 2001 (the "Subordinated Instrument") covering real property located in Klamath Falls in the above-named county of Klamath, State of Oregon, as more particularly described in the Subordinated Instrument (the "Property").

PLEASE SEE ATTACHED EXHIBIT "A" (Legal Description)

Lender will make a loan to the Debtor secured by a deed of trust/mortgage on the Property which will be recorded (the "Lender Instrument"). The Lender Instrument will secure a promissory note/line of credit agreement in the amount of \$150,000.00

Lien Holder has agreed to execute and deliver this Subordination Agreement.

9/27/01

36.00 M

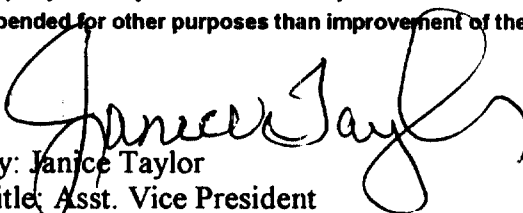
ACCORDINGLY, in consideration of the property and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Lien Holder hereby agrees with Lender as follows:

1. Regardless of any priority otherwise available to Lien Holder, the lien of the Subordinated Instrument is, shall be and shall remain fully subordinate for all purposes to the lien of the Lender Instrument, to the full extent of the sum secured by the Lender Instrument, including not only principal and interest on the principal indebtedness secured thereby but all other sums secured by the Lender Instrument, excluding non-obligatory future advances.
2. Lien Holder warrants to Lender that Lien Holder presently owns the Subordinated Instrument and indebtedness secured thereby, free and clear of all liens, security interests and encumbrances.
3. This Agreement is made under the laws of the State of Oregon. It cannot be waived or changed, except by a writing signed by the parties to be bound thereby. This Agreement is made between Lender and Lien Holder. It shall be binding upon Lien Holder and the successors and assigns of Lien Holder, and shall inure to the benefit of, and shall be enforceable by, Lender and its successors and assigns. Neither the Debtor nor any other person (except Lender, its successors and assigns), shall be entitled to rely on, have the benefit of or enforce this Agreement.

IN WITNESS WHEREOF, this Subordination Agreement is executed on the day and year first above stated.

WELLS FARGO BANK WEST, N.A. (Equity Direct)

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

  
By: Janice Taylor  
Title: Asst. Vice President

STATE OF Oregon)  
 ) SS.  
COUNTY OF Clackamas)

62808


The foregoing instrument was acknowledged before me this 25th day of October, 2002, by Janice Taylor, Asst. Vice President of Wells Fargo Bank West, N.A.(Equity Direct)

(bank officer name and title)

(name of Wells Fargo Bank)

WITNESS my hand and official seal.

My commission expires: 3-17-02

  
Mindy Conner  
Notary Public



62809

**EXHIBIT "A" LEGAL DESCRIPTION**

Lots 5 and 6 in Block 30 of MOUNTAIN VIEW ADDITION to the City of Klamath Falls, Oregon, according to the official plat thereof on file in the office of the County Clerk of Klamath County, Oregon.