

mtc 58719-m

KLAMATH FIRST FEDERAL S&L  
714 MAIN STREET  
KLAMATH FALLS, OR 97601

TO  
KLAMATH FIRST FEDERAL S&L  
714 MAIN STREET  
KLAMATH FALLS, OR 97601

AFTER RECORDING, RETURN TO:  
KLAMATH FIRST FEDERAL S&L  
714 MAIN STREET  
KLAMATH FALLS, OR 97601

State of Oregon, County of Klamath  
Recorded 11/14/2002 11:02 a m.  
Vol M02, Pg 66049-54  
Linda Smith, County Clerk  
Fee \$ 46.00 # of Pgs 6

## SUBORDINATION AGREEMENT

Trustee Address is located on page 2

Subordinate lender address on page 2.

Full legal description is located on page 2 .

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 29TH day of OCTOBER, 2002, by

FRANK X HERNANDEZ AND RENEE R HERNANDEZ

whose address is 316 W OREGON AVE, KLAMATH FALLS OR 97601

owner of the land hereinafter described and hereinafter referred to as "Owner" and KLAMATH FIRST FEDERAL S&L

whose address is 714 MAIN STREET KLAMATH FALLS, OR 97601

present owner and holder of the deed of trust and note first hereinafter described and hereinafter referred to as "Beneficiary";

### WITNESSETH

THAT WHEREAS,

FRANK X HERNANDEZ AND RENEE R HERNANDEZ

VMP-1269 (0107)

7/01

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Initials: \_\_\_\_\_

VMP MORTGAGE FORMS - (800)521-7291

DOC: 912691 IMG: 112691 APP: 0210050029



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did execute a lien, dated JULY 30, 2002 to  
Klamath First Federal, as "Trustee,"  
whose address is ,

covering: See legal description attached hereto and made a part hereof  
as Exhibit "A"

to secure a note in the sum of \$ 55,000.00 , dated JULY 30, 2002  
in favor of Klamath First Federal S&L , which Deed of Trust  
was recorded JULY 31, 2002 , in book 000000002 M02 page 00043508  
of Official Records of said county; and

WHEREAS, Owner has executed, or is about to execute a deed of trust and note in the sum of  
\$ 53,000.00 , dated November 8, 2002 , in favor of  
Klamath First  
whose address is 714 Main Street, Klamath Falls, OR 97601  
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 first above mentioned; and

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

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WHEREAS, it is to the mutual benefit of the parties hereto that Lender make such a 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 unconditionally prior and superior to the lien 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, and any renewals or extensions thereof, shall unconditionally be and remain at all times a lien or charge on the property therein described, prior and superior to the lien 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 first above mentioned to the lien or charge of the deed of trust in favor of the 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 lien first above mentioned, which provide for the subordination of the lien to a deed of trust.

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 is making disbursements pursuant to any such agreement is under no obligation or duty to, nor has Lender represented that it will, see to the application of such proceeds by the person or persons to whom Lender disburses such proceeds and any application or use of such proceeds for purposes other than those provided for in such agreement or agreements shall not defeat the subordination herein made in whole or in part;

Initials: \_\_\_\_\_

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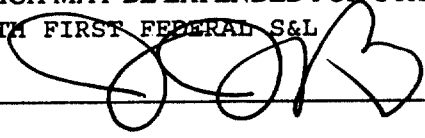
(c) He intentionally and unconditionally waives, relinquishes and subordinates the lien first above mentioned in favor of the lien or charge upon said land of the deed of trust in favor of Lender above referred to and understands that in reliance upon, and in consideration of, this waiver, relinquish and subordinate specific loans and advances are being and will be made and, as part and parcel thereof, specific monetary and other obligations are being and will be entered into which would not be made or entered into but for said reliance upon this waiver, relinquishment and subordination; and

(d) An endorsement has been placed upon the lien first above mentioned that said lien has by this instrument been subordinated to 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.

KLAMATH FIRST FEDERAL S&L

BY



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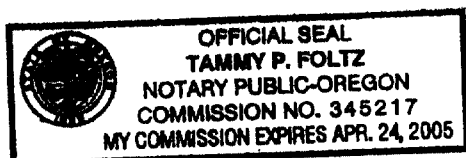
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[Space Below This Line Reserved For Notary Acknowledgment(s)]

STATE OF OREGON, County of Klamath ) ss.  
This instrument was acknowledged before me on OCT 29, 2002  
By JACK Blankenburg  
This instrument was acknowledged before me on \_\_\_\_\_  
By \_\_\_\_\_  
as \_\_\_\_\_  
of \_\_\_\_\_



Tammy P. Foltz  
Notary Public for Oregon

MY commission expires Apr 24, 2005

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**EXHIBIT "A"**  
**LEGAL DESCRIPTION**

A parcel of land located in portions of Lots 1 and 2, Block 47, BUENA VISTA ADDITION TO THE CITY OF KLAMATH FALLS, and a vacated portion of Oregon Avenue, in the County of Klamath, State of Oregon, being more particularly described as follows:

Beginning at ½ inch iron pin being North 05°11'52" East 110.00 feet from the Southwest corner of said Lot 2; thence from the point of beginning South 87°49'06" East 143.47 feet to a point on the East line of said Lot 1; thence North 17° 43'55" East along the said East line 35.56 feet to a point on the South right of way line of a vacated portion of Oregon Avenue; thence North 11°00'21" West 20.29 feet to a point; thence along a 20.00 foot radius curve to the left (Delta = 88°17'33", L.C. = North 56°09'18" West 27.86 feet) 30.82 feet to a point; thence along a 632.96 foot radius curve to the right (Delta = 11°05'41", L.C. = South 85°14'45" West 122.37 feet) 122.56 feet to a point; thence South 05°11'52" West 53.86 feet to the point of beginning.