STEVENS-NESS LAW PUBLISHING CO., PORTLAND, OR 9720-66411 Page SUBORDINATION AGREEMENT STATE OF OREGON. '02 NOV 15 PM3:01 FINANCIAL SERVICES COMPANY OF OREGON, INC. WELLS FARGO HOME MORTGAGE SPACE RESERVED FOR RECORDER'S USE State of Oregon, County of Klamath After recording, return to (Name, Address, Zip):
FINANCIAL SERVICES COMPANY OF Recorded 11/15/2002 & -0/ P. m. Vol MO2, Pg 664/1-12 OREGON, INC. Linda Smith, County Clerk Fee \$ 760 # of Pgs 2 eputy. OCTOBER 17, 2002 THIS AGREEMENT dated OCTOBER 17, 2002
by and between FINANCIAL SERVICES COMPANY OF OREGON, INC. hereinafter called the first party, and WELLS FARGO HOME MORTGAGE hereinafter called the second party, WITNESSETH: On or about (date) OCTOBER 17, 2002 WESLEY E. HARDISTY AND MARLA S. SYKORA-HARDISTY ____, being the owner of the following described property in ____KLAMATH _____ County, Oregon, to-wit: The following described property situated in Section 3, Township 36 South, Range 10 East of the Willamette Meridian, Klamath County, Oregon, described as follows: Beginning at the Southwest corner os faid Section 3; thence North along the West section line a distance of 1320 feet; thence East 660 feet; thence South 57 degrees 30" East to the West line of the Sprague River; thence Southerly, following the Westerly line of said Sprague River to the South line of said Section 3: thence West along the South line of Section 3 to the point of beginning. ALSO The Southerly 660 feet of said section 3 lying West of the Sprague River Highway and East of the Sprague River 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 \$ 35,972.99 which lien was: - Recorded on ___DECEMBER 15, 2000 ____, in the Records of __KLAMATH ______ County, Oregon, in (Delete any language not pertinent to this transaction) XXXXXXXXXXXXXXXinsticatexotriotol. 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 \$\frac{112,600.00}{}\text{to the present owner of the property, with interest thereon at a rate not exceeding _6.125 ___ % per annum. This loan is to be secured by the present owner's _____ TRUST DEED
(State nature of tien to be given, whether mortgage, trust deed, contract, security agreement or otherwise) the second party's lien) upon the property and is to be repaid not more than _____ along the grant (indicate which) from its date. (OVER)

66412



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 ________ 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.

STATE OF OREGON, County of Merchenburs

This instrument was acknowledged before me on

By This instrument was acknowledged before me on "Islan

by Bill Crawford as Vice President of Citificancial My commission expires 11705