

03 FEB 19 AM 10:55

MTC 59800-1W



SUBORDINATION AGREEMENT

Vol M03 Page 09806
STATE OF OREGON,

NAVY FEDERAL CREDIT UNION

P.O. BOX 3305

MERRIFIELD, VA 22119-3305

WASHINGTON MUTUAL LOAN CENTER

5300 SW MEADOWS RD., Suite 450

LAKE OSWEGO, OR 97035

SPACE RESERVED
FOR
RECORDER'S USE

After recording, return to (Name, Address, Zip):

WASHINGTON MUTUAL LOAN CENTER

5300 SW MEADOWS ROAD STE 450

LAKE OSWEGO, OR 97035

State of Oregon, County of Klamath

Recorded 02/19/2003 10:55 a.m.

Vol M03 Pg 09806-7

Linda Smith, County Clerk

Fee \$ 26.00 # of Pgs 2

THIS AGREEMENT made and entered into this 4th day of FEBRUARY, 19-2003
by and between NAVY FEDERAL CREDIT UNION
hereinafter called the first party, and WASHINGTON MUTUAL BANK
hereinafter called the second party, WITNESSETH:

On or about MARCH 5, 192002 KEVIN M. MILLION AND JANNALEE M. MILLION
being the owner of the following described property in KLAMATH County, Oregon, to-wit:

LOT 17 IN BLOCK 2 OF TRACT NO. 1091- LYNNEWOOD, ACCORDING TO THE OFFICIAL PLAT
THEREOF ON FILE IN THE OFFICE OF THE COUNTY CLERK OF KLAMATH COUNTY, OREGON.

(IF 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 \$ 24,000.00, which lien was:

Recorded on MARCH 8, 192002, in the Records of KLAMATH County, Oregon, in
book/reel/volume No. M02 at page 14149 and/or as fee/file/instrument/microfilm/reception No.
microfilm (indicate which);

Filed on _____, 19____, in the office of the _____ of
_____ County, Oregon, where it bears fee/file/instrument/microfilm/reception

No. _____ (indicate which);

Created by a security agreement, notice of which was given by the filing on _____, 19____,
of a financing statement in the office of the Oregon ☐ Secretary of State ☐ Dept. of Motor Vehicles (indicate which)
where it bears file No. _____ and in the office of the _____ of

_____ County, Oregon, where it bears fee/file/instrument/microfilm/reception No.
_____ (indicate which);

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 \$ 163,240.00 to the present owner of the property, with interest thereon at a rate not exceeding 5.50 % per annum. This loan is to be secured by the present owner's TRUST DEED

(State nature of lien to be given, whether mortgage, trust deed, contract, security agreement or otherwise) (hereinafter called

the second party's lien) upon the property and is to be repaid not more than 15 ☐ days ☒ years (indicate which) from its date.

(OVER)

JLP-CW



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.



NAVY FEDERAL CREDIT UNION

BY: Latisa M. Head

Latisa M. Head, Vice President/Trustee

STATE OF Virginia, County of Fairfax
 This instrument was acknowledged before me on February 12, 2003,
 by Latisa M. Head.
 This instrument was acknowledged before me on February 12, 2003,
 by Latisa M. Head,
 as Vice President,
 of NAVY FEDERAL CREDIT UNION.

Notary Public for Virginia
 My commission expires 3-31-2004