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State of Oregon, County of Klamath

Recorded 02/25/2003 3:27 p m.

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Linda Smith, County Clerk

Fee \$ 36.00 # of Pgs 4

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MTC 59605-KR

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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 24th day of February 2003, by and between Wells Fargo Bank, N. A. (Home Equity Charter Bank) a national bank with its headquarters located at 420 Montgomery Street, San Francisco, CA (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 May 21, 2002 executed by Fred Del Prino and Charlotte R. Del Prino, Trustees, or their successors in trust, under the Del Prino Living Trust dated May 15, 1997, and any amendments thereto (the "Debtor") which was recorded in the county of Klamath, State of Oregon, as M02, page 33996, Microfilm Records on June 11, 2002 (the "Subordinated Instrument") covering real property located in Beatty 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 \$166,000.00.

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

9/27/01

36.00 *

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 N.A. (Home Equity
Charter Bank)

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

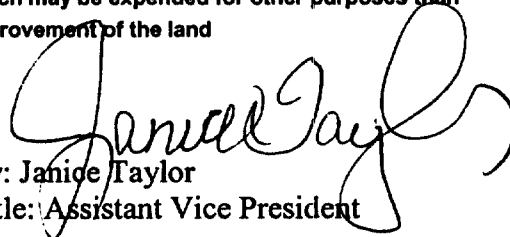

By: Janice Taylor
Title: Assistant Vice President

EXHIBIT "A"

11485

LEGAL DESCRIPTION

That portion of Government Lot 3 and that portion of the South half of the Northwest Quarter of Section 1, Township 37 South, Range 11 East of the Willamette Meridian, Klamath County, Oregon, lying South of Highway as presently located and constructed.