MTZ 59082-L

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AFTER RECORDING, RETURN TO: FIRST HORIZON HOME LOANS 4800 SW MEADOWS ROAD #150 LAKE OSWEGO, OR 97035 ATTN: LISA SCHUMACHER

State of Oregon, County of Klamath
Recorded 04/04/2003 z:55 p m.
Vol M03 Pg z093z-33
Linda Smith, County Clerk
Fee \$ 74 # of Pgs Z

## **SUBORDINATION AGREEMENT**

THIS AGREEMENT, Made and entered into this 17<sup>th</sup> day of March, 2003, by and between Beneficial Oregon, Inc. d/b/a Beneficial Mortgage Co., hereinafter called the first party, and First Horizon Home Loan Corporation, hereinafter called the second party; WITNESSETH:

On or about June 3, 2000, Raymond O. Summers and Theda M. Summers, being the owners of the following described property in Kalmath County, Oregon to-wit:

Lot 5 of TRACT 1304- PLEASANT VISTA, according to the official plat thereof on file in the office of the County Clerk of Klamath County, Oregon.

Executed and delivered to the first party a certain Trust Deed (herein called the first parties lien) on the property to secure the sum of \$11,894.27, which lien was recorded on June 8, 2000, as Volume M00, page 20765, Microfilm Records of Klamath County, Oregon. Reference to the document so recorded or filed hereby made.

The second party is about to loan the sum of \$174,400.00 to the present owner of the property, with interest thereon at a rate not exceeding 6.875% per annum. The loan is to be secured by the present owner's Trust Deed (hereinafter called the second parties lien) upon the property and is to be repaid not more than 30 years from its date.

To induce the second party to make the loan last mentioned, the first party heretofore has agreed to 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 the value received, and for the purpose of inducing the second party to make the loan aforesaid, the first party, first parties person representatives (or successors) and assigns, hereby covenants, consents and agrees to and with the second party, second parties personal representatives (or 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 second parties lien in all respects shall be first, prior and superior to that of the first party, provided always, however, that if second parties lien is not duly filed or recorded or an appropriate financing statement thereon duly filed within 30 days after the date thereof, 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 constructing 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 as 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 FILINO'S,

County of Dufage

This instrument was acknowledged before me on april 02, 2663

By: Angel Ramos

As: Vice President

Of: Beneficial Mortgage Co.

Notary Public for

My commission expires: 4-9-06

OFFICIAL SEAL KAREN TOMBLINSON NOTARY PUBLIC - STATE OF ILLINOIS MY COMMISSION EXPIRES 04-09-06