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## SUBORDINATION AGREEMENT

MTC - 59827 TM

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STATE OF OREGON

THE KLAMATH TRIBES HOUSING DEPARTMENT

To  
WELLS FARGO HOME MORTGAGE

**SPACE RESERVED  
FOR  
RECORDER'S USE**

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

THE KLAMATH TRIBES HOUSING DEPARTMENT  
PO BOX 436  
CHILCOQUIN, OR 97624

**State of Oregon, County of Klamath**

Recorded 04/14/2003 10:58 A.m.

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Linda Smith, County Clerk

Fee \$ 31.00 # of Pgs 3

THIS AGREEMENT made and entered into this 11 day of FEBRUARY, ~~19~~2003,  
by and between THE KLAMATH TRIBES HOUSING DEPARTMENT,  
hereinafter called the first party, and WELLS FARGO HOME MORTGAGE,  
hereinafter called the second party, WITNESSETH:  
On or about FEBRUARY 22, ~~19~~2001, THURMAN PARRISH AND MAXINE M. PARRISH,  
being the owner of the following described property in KLAMATH County, Oregon, to-wit:

SEE ATTACHED EXHIBIT "A" MADE A PART HEREOF BY THIS REFERENCE

(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 \$ 40,000.00, which lien was:

Recorded on FEBRUARY 28, 192001, in the Records of KLAMATH County, Oregon, in book/reel/volume No. MO1 at page 8155\*\*\* and/or as fee/file/instrument/microfilm/reception No. N/A (indicate which);

Filed on \_\_\_\_\_, 19\_\_\_\_, in the office of the \_\_\_\_\_ of \_\_\_\_\_  
County, Oregon, where it bears the following description:  
\_\_\_\_\_

[illegible]

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 \$ 63,000.00 to the present owner of the property, with interest thereon at a rate not exceeding 5.5 % 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)

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)

~~\$26.00~~ 31.00



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 <sup>45</sup> 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.

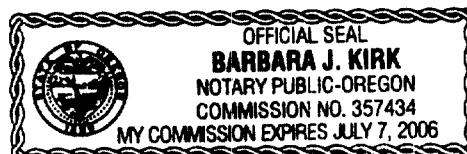
Lyle Barney

Klamath Tribes Housing Director

STATE OF OREGON, County of Klamath ss. 2003  
 This instrument was acknowledged before me on 14 February, 19  
 by LYLE BARNEY  
 This instrument was acknowledged before me on 14 February, 2003  
 by LYLE BARNEY  
 as DIRECTOR  
 of KLAMATH TRIBES HOUSING DEPT.

Barbara J. Kirk  
 Notary Public for Oregon

My commission expires 7/7/2006



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

Beginning at a point which lies South along the Section line a distance of 1,980 feet, and East a distance of 2,393 feet, and South a distance of 360 feet, from the iron pin which marks the Northwest corner of Section 14, Township 36 South, Range 10 East of the Willamette Meridian, Klamath County, Oregon, and running thence; South 100 feet; thence East 120 feet; thence North 100 feet; thence West 120 feet, more or less to the point of beginning, said tract lying in Lot 14 in the SE1/4 NW1/4 of Section 14, Township 36 South, Range 10 East of the Willamette Meridian, Klamath County, Oregon, known as Tract No. 91; also, beginning at a point which lies South along the section line a distance of 1,980 feet, and East a distance of 2,393 feet, and South a distance of 460 feet, from the iron pin which marks the Northwest corner of Section 14, Township 36 South, Range 10 East of the Willamette Meridian, Klamath County, Oregon, and running thence South 100 feet; thence East 120 feet; thence North 100 feet; thence West 120 feet, more or less to the point of beginning, said tract lying in Lot 14 in the SE1/4 NW1/4 of Section 14, Township 36 South, Range 10 East of the Willamette Meridian, Klamath County, Oregon, known as Tract No. 92; also, beginning at point which lies South along the section line a distance of 1,980 feet, and East a distance of 2,393 feet and South a distance of 560 feet, from the iron pin which marks the Northwest corner of Section 14, Township 36 South, Range 10 East of the Willamette Meridian, Klamath County, Oregon, and running thence South 100 feet; thence East 120 feet; thence North 100 feet; thence West 120 feet, more or less to the point of beginning, said tract lying in Lot 14 in the SE1/4 NW1/4 of Section 14, Township 36 South, Range 10 East of the Willamette Meridian, Klamath County, Oregon, known as Tract No. 93.