

NJC - 60853 MS

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AFTER RECORDING, RETURN TO:

Portland Teachers Credit Union
Lending Services
PO Box 3750
Portland, OR 97208

State of Oregon, County of Klamath
Recorded 10/27/03 3:11 P m
Vol M03 Pg 79626-27
Linda Smith, County Clerk
Fee \$ 26.00 # of Pgs 2

622488-158

SUBORDINATION AGREEMENT

THIS AGREEMENT, Made and entered into this 1st of October, 2003 by and between Portland Teachers Credit Union here in after called the first party, and Mission Hills Mortgage Bankers second party; WITNESSETH:

On or about March 25, 2002, Robert J Petchell and Gail M Petchell, the owner of the following described property in Klamath County, Oregon, to-wit:

Tract 82, Pleasant Home Tract #2, 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 \$24,600.00 which lien was recorded on Marcy 28, 2002 in the file records of Klamath County, Oregon in Book/reel/volume No. M02 at page 18317 and/or as fee/file/instrument/microfilm/reception No. _____. Reference to the document so recorded or filed hereby is 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 \$86,932.00 to the present owner of the property, with interest thereon at a rate not exceeding 5.625% 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 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 personal 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

26.00

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 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 parties 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.


Paula Marie Hepner

STATE OF OREGON,

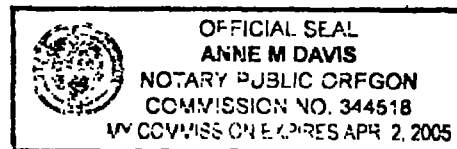
County of Multnomah, ss.

This instrument was acknowledged before me on October 1, 2003.

By: Paula Marie Hepner

As: Coordinator Lending Services

Of: Portland Teachers Credit Union




Notary Public for Oregon

My commission expires 4-2-05.