

## WHEN RECORDED RETURN TO:

STERLING SAVINGS BANK  
PO BOX 2224  
ATTN: LOAN SUPPORT  
SPOKANE, WA 99210

State of Oregon, County of Klamath  
Recorded 04/26/2004 3:16 P m  
Vol M04 Pg 25049-55  
Linda Smith, County Clerk  
Fee \$ 41.00 # of Pgs 5

## LOAN

*Aspen 58848 MH*  
**SUBORDINATION AGREEMENT**

1. **STERLING SAVINGS BANK** referred to herein as "subordinator", is the owner and holder of a deed of trust dated **May 3, 2002** which is recorded on **May 13, 2002** in volume **M03**, page **28444** under auditor's file No. , records of **Klamath County**.
2. Action Mortgage Company referred to herein as "lender" is the owner and holder of the deed of trust dated April 30, 2004, executed by George A. Wright & Lucy H. Wright under auditor's file No. M04-35037, records of Klamath County (which is to be recorded concurrently herewith).
3. **George A. Wright and Lucy H. Wright**, referred to herein as "owner", is the owner of all the real property described in the deed of trust identified above in Paragraph 2.
4. In consideration of benefits to "subordinator" from "owner", receipt and sufficiency of which is hereby acknowledged, and to induce "lender" to advance funds under its deed of trust and all agreements in connection therewith, the "subordinator" does hereby unconditionally subordinate the lien of the deed of trust identified in Paragraph 1 above to the lien of "lender's" deed of trust identified in Paragraph 2 above, and all advances or charges made or accruing thereunder, including any extension or renewal thereof.
5. "Subordinator" acknowledges that, prior to the execution hereof, he has had the opportunity to examine the terms of "lender's" deed of trust, note and agreements relating thereto, consents to and approves same, and recognizes that "lender" has no obligation to "subordinator" to advance any funds under is deed of trust or see to the application of "lender's" deed of trust funds, and any application or use of such funds for purposes other than those provided for in such deed of trust, note or agreements shall not defeat the subordination herein made in whole or in part.
6. It is understood by the parties hereto that "lender" would not make the loan secured by the deed of trust in Paragraph 2 without this agreement.
7. This agreement shall be the whole and only agreement between the parties hereto with regard to the subordination of the lien or charge of the deed of trust first above mentioned to the lien or charge of the mortgage in favor of "lender" above referred and shall supersede and cancel any prior agreements as to such, or any, subordination including, but not limited to, those provisions, if any, contained in the deed of trust first above mentioned, which provide for the subordination of the lien or charge thereof to a deed of trust or deeds of trust to be thereafter executed.
8. The heirs, administrators, assigns and successors in interest of the "subordinator" shall be bound by this agreement.

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. IT IS RECOMMENDED THAT, PRIOR TO THE EXECUTION OF THIS SUBORDINATION AGREEMENT, THAT PARTIES CONSULT WITH THEIR ATTORNEYS WITH RESPECT THERETO.

Executed **April 22, 2004**

**STERLING SAVINGS BANK**

*Constance Mahaney*  
Constance Mahaney, Loan Origination Supervisor

\_\_\_\_\_  
George A. Wright

\_\_\_\_\_  
Lucy H. Wright

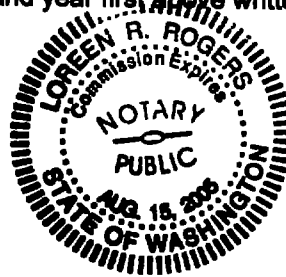
**ACKNOWLEDGMENT – Corporate**

STATE OF WASHINGTON  
COUNTY OF SPOKANE

On April 22, 2004, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared Constance Mahaney known to me to be the Loan Origination Supervisor of Sterling Savings Bank, the corporation that executed the foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that he/she is authorized to execute the said instrument

Witness my hand and official seal hereto affixed the day and year first above written

Loreen R. Rogers  
Notary Public in and for the State of  
Washington, residing at Spokane Co.  
My appointment expires August 15, 2005

**ACKNOWLEDGMENT – Individual**

STATE OF WASHINGTON  
COUNTY OF \_\_\_\_\_

On this day personally appeared before me \_\_\_\_\_

to me known to be the individual(s) described in and who executed the within and foregoing instrument, and acknowledged that he/she signed the same as his/her free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

\_\_\_\_\_  
Notary Public in and for the State of  
Washington, residing at \_\_\_\_\_  
My appointment expires \_\_\_\_\_

**Exhibit "A"**

**Lot 29, Block 3, Tract No. 1127, NINTH ADDITION TO SUNSET VILLAGE, according to the official plat thereof on file in the office of the Clerk of Klamath County, Oregon.**

WHEN RECORDED RETURN TO:

**COPY**

STERLING SAVINGS BANK  
PO BOX 2224  
ATTN: LOAN SUPPORT  
SPOKANE, WA 99210

25052

LOAN # 83-080156-7

**SUBORDINATION AGREEMENT**

1. **STERLING SAVINGS BANK** referred to herein as "subordinator", is the owner and holder of a deed of trust dated May 3, 2002 which is recorded on May 13, 2002 in volume M03, page 28444 under auditor's file No. records of Klamath County.
2. Action Mortgage Company referred to herein as "lender" is the owner and holder of the deed of trust dated April 20, 2004, executed by George A. Wright & Lucy H. Wright under auditor's file No. M04-25037, records of Klamath County (which is to be recorded concurrently herewith).
3. George A. Wright and Lucy H. Wright, referred to herein as "owner", is the owner of all the real property described in the deed of trust identified above in Paragraph 2.
4. In consideration of benefits to "subordinator" from "owner", receipt and sufficiency of which is hereby acknowledged, and to induce "lender" to advance funds under its deed of trust and all agreements in connection therewith, the "subordinator" does hereby unconditionally subordinate the lien of the deed of trust identified in Paragraph 1 above to the lien of "lender's" deed of trust identified in Paragraph 2 above, and all advances or charges made or accruing thereunder, including any extension or renewal thereof.
5. "Subordinator" acknowledges that, prior to the execution hereof, he has had the opportunity to examine the terms of "lender's" deed of trust, note and agreements relating thereto, consents to and approves same, and recognizes that "lender" has no obligation to "subordinator" to advance any funds under its deed of trust or see to the application of "lender's" deed of trust funds, and any application or use of such funds for purposes other than those provided for in such deed of trust, note or agreements shall not defeat the subordination herein made in whole or in part.
6. It is understood by the parties hereto that "lender" would not make the loan secured by the deed of trust in Paragraph 2 without this agreement.
7. This agreement shall be the whole and only agreement between the parties hereto with regard to the subordination of the lien or charge of the deed of trust first above mentioned to the lien or charge of the mortgage in favor of "lender" above referred and shall supersede and cancel any prior agreements as to such, or any, subordination including, but not limited to, those provisions, if any, contained in the deed of trust first above mentioned, which provide for the subordination of the lien or charge thereof to a deed of trust or deeds of trust to be thereafter executed.
8. The heirs, administrators, assigns and successors in interest of the "subordinator" shall be bound by this agreement.

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. IT IS RECOMMENDED THAT, PRIOR TO THE EXECUTION OF THIS SUBORDINATION AGREEMENT, THAT PARTIES CONSULT WITH THEIR ATTORNEYS WITH RESPECT THERETO.

Executed April 13, 2004

STERLING SAVINGS BANK

Glenda Ripley  
Glenda Ripley, AVP/Loan Support Manager

George A. Wright  
George A. Wright  
Lucy H. Wright  
Lucy H. Wright

## ACKNOWLEDGMENT - Corporate

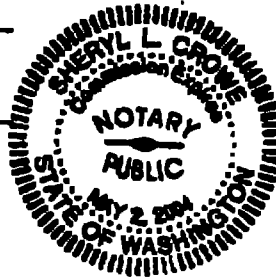
25053

STATE OF WASHINGTON  
COUNTY OF SPOKANE

On April 13, 2004, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared Glenda Ripley known to me to be the AVP/Loan Support Manager of Sterling Savings Bank, the corporation that executed the foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that he/she is authorized to execute the said instrument

Witness my hand and official seal hereto affixed the day and year first above written

Sheryl L. Crowe  
Notary Public in and for the State of  
Washington, residing at Spokane Co.  
My appointment expires 5-2-04



## ACKNOWLEDGMENT - Individual

STATE OF WASHINGTON  
COUNTY OF \_\_\_\_\_

On this day personally appeared before me \_\_\_\_\_

to me known to be the individual(s) described in and who executed the within and foregoing instrument, and acknowledged that he/she signed the same as his/her free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

\_\_\_\_\_  
Notary Public in and for the State of  
Washington, residing at \_\_\_\_\_  
My appointment expires \_\_\_\_\_