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Return to  
Fidelity National Title  
808 Travis, Suite 1520  
Houston, TX 77002  
39281  
WHEN RECORDED RETURN TO:

WTC-64447

Vol M04 Page 35320

State of Oregon, County of Klamath  
Recorded 06/02/2004 10:59 a.m.  
Vol M04 Pg 35320-22  
Linda Smith, County Clerk  
Fee \$ 31.00 # of Pgs 3

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

LOAN # 83-010142-8

### SUBORDINATION AGREEMENT

1. **STERLING SAVINGS BANK** referred to herein as "subordinator", is the owner and holder of a deed of trust dated August 2, 2002 which is recorded on August 5, 2002 in volume M02, page 44145-50 under auditor's file No. , records of Klamath County.
2. Principal Residential Mortgage, Inc. referred to herein as "lender" is the owner and holder of the deed of trust dated May 13th 2004 executed by M04-35305 under auditor's file No. , records of Klamath County (which is to be recorded concurrently herewith).
3. **Darrell Hilliker and Janice Hilliker**, 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 29, 2004  
STERLING SAVINGS BANK

Glenda Ripley  
Glenda Ripley, AVP/Loan Support Manager

Darrell Hilliker  
Darrell Hilliker  
Janice Hilliker  
Janice Hilliker

3/00  
mm

**ACKNOWLEDGMENT – Corporate**

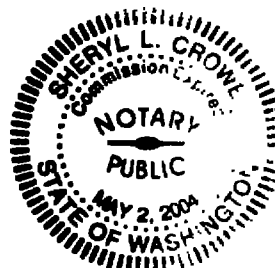
STATE OF WASHINGTON  
COUNTY OF SPOKANE

On April 29, 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 \_\_\_\_\_

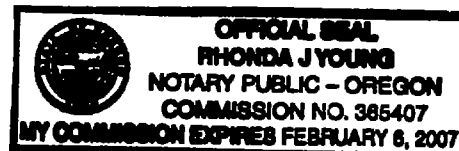
35322


## All Purpose Acknowledgement

State of: Oregon  
County of: Klamath

On this 13<sup>th</sup> day of May 2007, before me  
Rhonda J. Young, a Notary Public, personally appeared  
Darrell Hilliker & Janice Hilliker  
personally known to me or proved to me on the basis of satisfactory evidence to be the  
person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to  
me that he/she/they executed the same in his/her/their authorized capacity(ies), and that  
by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of  
which the person(s) acted, executed this instrument.

Witness my hand and seal:



  
Printed Name: Rhonda J. Young  
My commission expires: 2-6-07

(Seal)

### DESCRIPTION OF ATTACHED DOCUMENT:

Title or Type of Document: Subordination Agreement  
Document Date: 4-29-04 Number of Pages: 3  
Signers other than named above: Glenda Ripley