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SUBORDINATION AGREEMENT

DILLARD JOHN & LILA MAE COKER

To
COMMUNITY FIRST BANK

SPACE RESERVED
FOR
RECORDER'S USE

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

WESTERN TITLE COMPANY
PO BOX 2879
LA PINE OR 97739

State of Oregon, County of Klamath

Recorded 07/28/04 10:36 a m

Vol M04 Pg 49257-59

Linda Smith, County Clerk

Fee \$ 31.00 # of Pgs 3

THIS AGREEMENT made and entered into this 26 day of JULY 2004, XX,
by and between DILLARD JOHN COKER AND LILA MAE COKER,
hereinafter called the first party, and COMMUNITY FIRST BANK,
hereinafter called the second party, WITNESSETH:
On or about January 27, 1988, JEFFREY JOHN COKER AND WENDY RENEE COKER
being the owner of the following described property in KLAMATH County, Oregon, to-wit:

SEE ATTACHED EXHIBIT "A"

(IF SPACE INSUFFICIENT, CONTINUE DESCRIPTION ON REVERSE)

executed and delivered to the first party a certain DEED OF TRUST

(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 \$ 65,000.00, which lien was:

(Delete any language not
pertinent to this transaction)

- ☒ Recorded on January 27, 1988, in the Records of KLAMATH County, Oregon, in
book/reel/volume No. M88 at page 1272 and/or as fee/file/instrument/microfilm/reception No.
(indicate which);
- ☐ Filed on _____, 19____, in the office of the _____ of
_____ County, Oregon, where it bears fee/file/instrument/microfilm/reception
No. _____ (indicate which);
- ☐ Created by a security agreement, notice of which was given by the filing on _____, 19____,
of a financing statement in the office of the Oregon ☐ Secretary of State ☐ Dept. of Motor Vehicles (indicate which)
where it bears file No. _____ and in the office of the _____ of
_____ County, Oregon, where it bears fee/file/instrument/microfilm/reception No.
(indicate which).

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 \$ 256,000.00 to the present owner of the property, with interest thereon at a rate not exceeding 7. % per annum. This loan is to be secured by the present owner's DEED OF TRUST

(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 20 ☐ days ☒ years (indicate which) from its date.

(OVER)

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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 60 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.

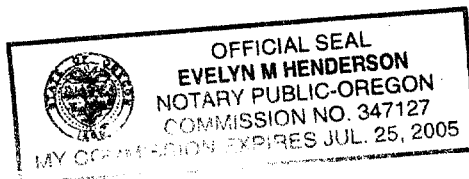
IN WITNESS WHEREOF, the undersigned has executed this agreement. If the undersigned is a corporation, it has caused its name to be signed and its seal, if any, affixed by an officer or other person duly authorized to do so by order of its board of directors.

x Dillard John Coker

STATE OF OREGON, County of DESCHUTES

This instrument was acknowledged before me on July 26, 2004 XXXX,
by DILLARD JOHN COKER AND LILA MAE COKER

This instrument was acknowledged before me on _____, 19____,
by _____,
as _____,
of _____.



Evelyn M Henderson
Notary Public for Oregon
My commission expires 7-25-05

Exhibit "A"

Real property in the County of Klamath, State of Oregon, described as follows:

Parcel 1: A tract of land described as follows: Beginning at an iron pin on the Westerly right of way line of the Highway 97 which lies Westerly 50 feet at right angles from its center and which iron pin also lies South 89°48' East along the South line of the NE ¼ SW ¼ of Section 30, Township 24 South, Range 9 East of the Willamette Meridian, a distance of 315 feet and North 39°40' East along the Westerly right of way of Highway 97 a distance of 153.45 feet from the brass cap corner which marks the Southwest corner of the NE ¼ SW ¼ of Section 30, Township 24 South, Range 9 East of the Willamette Meridian in Klamath County, Oregon, and running thence North 50°20' West at right angles a distance of 133.5 feet to an iron pin which lies on the Easterly right of way line of the Gilchrist Company, Ltd. Railroad; thence Northeasterly along the Easterly right of way line of the Gilchrist Company Ltd. Railroad to its intersection with the Southerly right of way line of Ward Street extended; thence Southeasterly along the Southerly line of Ward Street 155 feet to its intersection with the Westerly right of way line of the Highway 97, which point is marked by an iron pin 50 feet Westerly at right angles from its center; thence South 39°40' West along the Westerly right of way line of the Highway 97 a distance of 271.9 feet, more or less, to the point of beginning, said tract being a portion of the NE ¼ SW ¼ of Section 30, Township 24 South, Range 9 East of the Willamette Meridian of Klamath County, Oregon.

Parcel 2: A parcel of land in the NE 1/4 of the SW 1/4 of Section 30, Township 24 South, Range 9 East of the Willamette Meridian, Klamath County, Oregon, beginning at an iron pin on the Easterly right of way line of the Gilchrist & Co. Ltd. Railroad which lies South 89°48' East along the 40 line a distance of 143.5 feet from the brass cap corner which marks the Southwest corner of the NE 1/4 of the SW 1/4 of said Section 30, Township 24 South, Range 9 East of the Willamette Meridian, Klamath County, Oregon, and running thence; continuing South 89°48' East along the 40 line a distance of 171.5 feet to an iron pin which lies on the Westerly right of way line of Highway 97, 50 feet at right angles Westerly from its center; thence North 39°40' East along the Westerly right of way line of the Highway 97 a distance of 153.45 feet to an iron pin; thence North 50°20' West a distance of 70 feet to a point which is the true point of beginning of this tract; thence South 39°40' West a distance of 87 feet; thence North 50°20' West to the right of way line of Gilchrist & Co. Ltd. Railroad; thence North 39°40' East along the Easterly right of way line of Gilchrist & Co. Ltd. Railroad a distance of 87 feet; thence at right angles to the point of beginning.

Tax Parcel Number: 153504