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mtc-66594

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8125870886

WHEN RECORDED MAIL TO:

ditech.com
500 Enterprise Drive Suite 150
Horsham, PA 19044
Attn: Gale Nesmith

State of Oregon, County of Klamath
Recorded 09/17/04 11:05 am
Vol M04 Pg 62275-77
Linda Smith, County Clerk
Fee \$ 3.00 # of Pgs 3

SUBORDINATION AGREEMENT

THIS AGREEMENT, made September 2, 2004, by **GMAC Mortgage Corporation dba ditech.com**, present owner and holder of the Note first hereinafter described and hereinafter referred to as "Beneficiary";

WITNESSETH:

THAT **Mark L. Moore and Jacklyn M. Lapierre-Moore**, ("Owner"), did execute a Deed of Trust dated **04/04/2000**, to **ATM Corporation**, as trustee, covering:

SEE ATTACHED

To secure a Note in the sum of **\$37,000.00** dated **04/04/2000** in favor of **GMAC Mortgage Corporation dba ditech.com**, which Deed of Trust was recorded on **04/20/2000** as **Volume M00, Page 13392, Official Records**.

WHEREAS, Owner has executed, or is about to execute, a Deed of Trust and note in the sum of **\$127,953.00** dated Sept 9, '04 in favor of **Mortgage Investors Corporation**, hereinafter referred to as "Lender", payable with interest and upon the terms and conditions described therein, which Deed of Trust is to be recorded concurrently herewith; and

WHEREAS, it is a condition precedent to obtaining said loan that said Deed of Trust last above mentioned shall unconditionally be and remain at all times a lien or charge upon the land hereinbefore described, prior and superior to the lien or charge of the Deed of Trust first above mentioned; and

WHEREAS, Lender is willing to make said loan provided the Deed of Trust securing the same is a lien or charge upon the above described property prior and superior to the lien or charge of the Deed of Trust first above mentioned and provided that Beneficiary will specifically and unconditionally subordinate the lien or charge of the Deed of Trust first above mentioned to the lien or charge of the Deed of Trust in favor of Lender; and

WHEREAS, it is to the mutual benefit of the parties hereto that Lender make such loan to Owner; and Beneficiary is willing that the Deed of Trust securing the same shall, when recorded, constitute a lien or charge upon said land, which is unconditionally prior and superior to the lien or charge of the Beneficiary's Deed of Trust first above mentioned.

NOW THEREFORE, in consideration of the mutual benefits accruing to the parties hereto, and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and in order to induce Lender to make the loan above referred to, it is hereby declared, understood and agreed as follows:

- (1) That said Deed of Trust securing said note in favor of Lender, shall unconditionally be and remain at all times a lien or charge on the property therein described, prior and superior to the lien or charge of the Beneficiary's Deed of Trust first above mentioned.
- (2) That Lender would not make its loan above described without this Subordination Agreement.
- (3) Nothing herein contained shall affect the validity or enforceability of Beneficiary's Deed of Trust except for the subordination as aforesaid.

3/00 am

Beneficiary declares, agrees and acknowledges that

It intentionally and unconditionally waives, relinquishes and subordinates the lien or charge of the Deed of Trust first above mentioned in favor of the lien or charge upon said land of the Deed of Trust in favor of Lender above referred to and understands that in reliance upon, and in consideration of, this waiver, relinquishment and subordination, a specific loan is being made and, as part and parcel thereof, specific monetary and other obligations are being and will be entered into which would not be made or entered into but for said reliance upon this waiver, relinquishment and subordination.

GMAC Mortgage Corporation dba ditech.com

By: Ryan Bowie
Ryan Bowie
Title: Limited Signing Officer

Attest: James Callan
James Callan
Title: Limited Signing Officer

COMMONWEALTH OF PENNSYLVANIA :
: ss
COUNTY OF MONTGOMERY :

On this 9-2-04, before me, Teresa Lorino, the undersigned, a Notary Public in and for said County and State, personally appeared Ryan Bowie, Limited Signing Officer and James Callan, Limited Signing Officer, 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 the instrument

WITNESS my hand and official seal.

Teresa Lorino
Notary Public

Notarial Seal
Teresa Lorino, Notary Public
Horsham Twp., Montgomery County
My Commission Expires Jan. 3, 2007
Member, Pennsylvania Association Of Notaries

62277

EXHIBIT A

LOT 1 IN BLOCK 25 OF FOURTH ADDITION TO KLAMATH RIVER ACRES, ACCORDING TO THE OFFICIAL PLAT THEREOF ON FILE IN THE OFFICE OF THE COUNTY CLERK OF KLAMATH COUNTY, OREGON.

Unofficial
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