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Vol M04 Page 72669

State of Oregon, County of Klamath  
Recorded 10/25/04 2:38 P m  
Vol M04 Pg 72669-72  
Linda Smith, County Clerk  
Fee \$ 36<sup>00</sup> # of Pgs 4

Aspen: 59972  
Recording Requested By:  
Green Tree Servicing LLC

Prepared by and Return to:  
Green Tree Servicing LLC  
7360 South Kyrene  
Tempe, AZ 85283  
Attn: Subordinations T-316  
GT Loan No. 15945081

(Space above line for recorder's use)

### Subordination Agreement

**Notice:** This Subordination Agreement results in your security interest in the property becoming subject to and of lower priority than the lien of some other or later security instrument. Subordination Agreement is null and void if: not recorded within 90 days of acknowledgment date, corrections or changes are made or aforementioned subordination conditions are not met.

**This Agreement**, made this 21 day of September, 2004 by Charles R. Green and Shirley A. Green, owner of the land hereinafter described and hereinafter referred to as "Owner," and Green Tree Servicing LLC F/K/A Conseco Finance Servicing Corp, present owner and holder of the deed of trust and note first hereinafter described and hereinafter referred to as "Beneficiary,"

### WITNESSETH

**That Whereas** Charles R. Green and Shirley A. Green did execute a deed of trust, dated April 6, 2000, as trustor, covering:

Lot 5, Block 19, Second Addition to Klamath River Acres, according to the official plat thereof on file in the office of the Clerk of Klamath County Oregon

to secure a note in the sum of **\$43,815.52**, to Glenn H. Prohaska, trustee, in favor of **Conseco Finance Servicing Corporation**, which deed of trust was recorded May 3, 2000 in Book #M-00 Page #15865 of Official Records of said county in ; and

**Whereas**. Owner has executed, or is about to execute, a deed of trust and note not to exceed the sum of **\$77,125.00**, dated 10-4-04 recorded 10-25-04 as document #, Book /Page M04-72644, 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; **PROVIDING THERE IS NO CASH OUT TO CUSTOMER** 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 subordinate

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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 prior and superior to the lien or charge of the 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 consideration 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 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 deed of trust first above mentioned.

(2) That Lender would not make its loan above described without this subordination agreement.

(3) That this agreement shall be the whole and only agreement 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 deed of trust in favor of Lender above referred to and shall supersede and cancel, but only insofar as would affect the priority between the deeds of trust hereinbefore specifically described, any prior agreements as to such 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 therefore to another deed or deeds of trust or to another mortgage or mortgages.

Beneficiary declares, agrees and acknowledges that

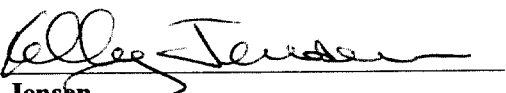
(a) He consents to and approves (I) all provisions of the note and deed of trust in favor of Lender above referred to, and (II) all agreements, including but not limited to any loan or escrow agreements, between Owner and Lender for the disbursement of the proceeds of Lender's loan;

(b) Lender in making disbursements pursuant to any such agreement is under no obligation or duty to, nor has Lender represented that it will, see the application of such proceeds by the person or persons to whom Lender disburses such proceeds;

(c) An endorsement has been placed upon the note secured by the deed of trust first above mentioned that said deed of trust has by this instrument been subordinated to the lien or charge of the deed of trust in favor of Lender above referred to.

**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.**

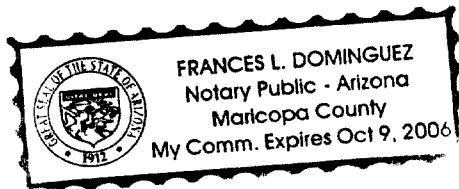
( All signatures must be acknowledged)

BY:   
**Kelly Jensen**  
ITS Authorized Agent  
Green Tree Servicing LLC f/k/a Conesco Finance Servicing Corp

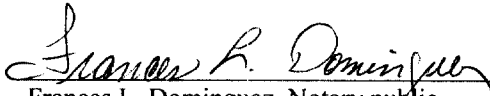
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**State of Arizona**  
**County of Maricopa**

On September 21, 2004 , before me, Frances L. Dominguez, **Notary Public**, personally appeared, **Kelly Jensen**, known to me to be the person whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her authorized capacity, and that by her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.



WITNESS my hand and official seal.

  
\_\_\_\_\_  
Frances L. Dominguez, Notary public  
My Commission Expires: Oct 9, 2006

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## **EXHIBIT A**

LOT 5, BLOCK 19, SECOND ADDITION TO KLAMATH RIVER ACRES, ACCORDING TO THE OFFICIAL PLAT THEREOF ON FILE IN THE OFFICE OF THE CLERK OF LKAMATH COUNTY, OREGON.