SUBORDINATION AGREEMENT Vol. M04 Page 87161 State of Oregon, County of Klamath Recorded 12/21/04 /1:05 a m After recording, return to (Name, Address, Zin): Andrea Crisp Vol M04 Pg 87/61-66 2162 Chambers Lane Linda Smith, County Clerk Fee \$ 41000 # of Pgs THIS AGREEMENT dated December 15, 2004
by and between Sharon D. Simmons, Glan T. Peugh, Carl J. Peugh and Andrea L. (Peugh) Crisp \*
hereinafter called the first party, and Argent Mortgage Company, LLC hereinafter called the second party, WITNESSETH: On or about (date) September 1, 1998, Donna Grace Rasdal

being the owner of the following described property in Klamath County, Oregon, to-wit: The Easterly 108.9 feet of Tract No. 46, Homedale, in County of Klamath, State of Oregon. 3909-11AC-2500

each as to an undivided 14 interest or their heirs

executed and delivered to the first party a certain Trust Deed (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 \$ 16,000.00, which lien was:

Recorded on September 3,1998, in the Records of Klamath County, Oregon, in bookstool/yolume No. M98 at page 32474 and/or as fee/file/instrument/microfilm/reception No. 65665 (indicate which); Filed on \_\_\_\_, in the office of the \_\_\_\_ 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 of a financing statement in the office of the Oregon  $\square$  Secretary of State  $\square$  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

(IF SPACE INSUFFICIENT, CONTINUE DESCRIPTION ON REVERSE)

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 \$ 64,000.00 to the present owner of the property, with interest thereon at a rate not exceeding 6.45 % 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)

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.

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

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	Andrea Criso
	annarela (Rid)
	<b>∀</b>
	Jacob
STATE OF OREGON, County of	of JOSEPHINA SS.
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OFFICIAL SEAL	Typically Fublic for Oregon
JACK SMITH	My commission expires 11-18-06
NOTARY PUBLIC - OREGON	
MY CHAMPERIAN EXPRES NOV. 18, 7006 18	
	My commission expires 17 ( 0 C)

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page 3	ofΨ	87163	
SUBORDINATION AGREEMENT		STATE OF OREGON, County of	} ss.
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		at o'clock book/reel/volume No	M., and recorded in
To	SPACE RESERVED FOR	and/or as fee/file/instrument NoRecords of thi	/microfilm/reception
	RECORDER'S USE	Witness my hand and sea	-
After recording, return to (Name, Address, Zip):		NAME	TITLE
3966 5. Pacific Hwy # 26 Medford, OR 97501			, Deputy.
		<u>/</u>	
hereinafter called the second party, WITNESSETH:  On or about (date) September 1, 1998  being the owner of the following d  The Easterly 108.9 feet of Tract  State of Oregon,  3909-11AC-2500  * each as to an undivided 1/4 into	No. 46, Home	edale, in the County	
(IF SPACE INSUFFICIE executed and delivered to the first party a certain	ENT, CONTINUE DESCRIPTIONS + Deed		
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(herein called the first party's lien) on the property, to see  **Recorded on September 3, 1998  book/reel/volume No. M98 at page 1998	ture the sum of \$_1.	rds of Klamath	_ County, Oregon. in
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No (indicate which);  — Created by a security agreement, notice of which	nich was given by th	e filing on	
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Reference to the document so recorded or filed is hereby times since the date thereof has been and now is the owner.  The second party is about to loan the sum of \$	er and holder thereo	f and the debt thereby secured.	•
on at a rate not exceeding 6.45 % per annum. This	s loan is to be secure	ed by the present owner's <b>Deed</b>	of Trust
(State nature of lien to be given, whether mortgage, true			
the second party's lien) upon the property and is to be rep from its date.	oaid not more than _	<i>⊒0</i> □ days <b>⊠</b> yo	ears (indicate which)
	(OVER)		

## page 4 of 10



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 \_\_\_\_\_\_ 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 WE name to be signed and its

HEREOF, the undersigned seal, if any, affixed by an	officer or othe	this agreement. If the undersign or person duly authorized to do	so by order of its	board of directors.
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	-	Jackson  dged before me on Decem		
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NOTARY PUBLIC-OF				
COMMISSION NO. 3	3. 2007 (2)	•		

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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.

page box 6

**COMMISSION EXPIRES MAY 23, 2007** 



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 \_\_\_\_\_ days after the date hereof, this subordination agreement shall be null and void and of no force or effect.

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	cuted this agreement. If the undersigned is a corporation, it has caused its or other person duly authorized to do so by order of its board of directors.
STATE OF OREGON, County of This instrument was ack	of Jackson ) ss. nowledged before me on December 17th, 2004
This instrument was ack	nowledged before me on,
as	,
of	Notary Public for Oregon My commission expires OS 2307
NOTARY PUBLIC-OREGON () COMMISSION NO. 367411	