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1831 Chestnut Street, 6th Floor
St. Louis, MO 63103

State of Oregon, County of Klamath
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Vol M05 Pg 00633-637
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SUBORDINATION AGREEMENT

00634

(Do not write above this line. This space is reserved for recording.)

Bank of America



**Real Estate Subordination Agreement
(Bank of America to Bank of America)**

This instrument was prepared by and after recording returned to:

**Bank of America, N.A.
Post Closing Review**

This Real Estate Subordination Agreement ("Agreement") is executed as of **OCTOBER 26, 2004**, by Bank of America, N.A., having an address of **21000 NW Evergreen Pkwy, Hillsboro, OR 97124-7121** ("Subordinator"), in favor of Bank of America, N.A., having an address for notice purposes of **21000 NW Evergreen Pkwy, Hillsboro, OR 97124-7121** ("Bank of America, N.A.")

Whereas, Subordinator is the owner and holder of, or creditor under, the indebtedness described in and secured by a security instrument (deed of trust, deed to secure debt or mortgage) dated **12/31/2002** executed by **FRED N. WADE AND GAIL M. WADE, AS TENANTS BY THE ENTIRETY** and which is recorded in **Book: M03 Page: 00627** and/or Instrument #, and if applicable, of the land records of **KLAMATH** County, as same may have been or is to be modified prior hereto or contemporaneously herewith (the "Senior Lien"), encumbering the land described therein (said land and such improvements, appurtenances and other rights and interests regarding said land, if any, as are described in the Senior Lien being called herein collectively, the "Property"; and

Whereas, Bank of America has been requested to make a loan, line of credit or other financial accommodation to **FRED N. WADE AND GAIL M. WADE, HUSBAND AND WIFE, AS TENANTS BY THE ENTIRETY, THE HEIRS OF THE SURVIVOR AND THEIR ASSIGNS**

(jointly and severally, "Borrower"), to be secured by, without limitation, either a deed or trust, deed to secure debt or mortgage (the "Junior Lien"), covering, without limitation, the Property and securing the indebtedness described therein including the payment of a promissory note, line of credit agreement or other borrowing agreement made by Borrower and/or others payable to the order of the Bank of America in the maximum principal face amount of **\$129,485.00** (the "Principal Amount") [**For North Carolina only – bearing interest and payable as therein provided at the maximum rate of % for a period not to exceed months**], including provisions for acceleration and payment of collection costs (the "Obligation"); the Junior Lien and the Obligation to contain such other terms and provisions as Bank of America and Borrower shall determine; and

Now, Therefore, for valuable consideration, Subordinator hereby subordinates the Senior Lien to Bank of America America's Junior Lien, subject to the terms of this Agreement. The Subordinator's Senior Lien is subordinated to Bank of America's Junior Lien only to the extent of the Principal Amount of the Obligation and any amounts advanced pursuant to the terms of the Obligation or the security instrument for the payment of insurance premiums, taxes, costs of collection, protection of the value of the Property or Bank of America's rights in the Property or foreclosure. All other rights of Subordinator now or hereafter existing in or with respect to the Subordinated, and are and shall remain completely and unconditionally subordinate, to the Junior Lien and the rights of Bank of America regardless of the frequency or manner of renewal, extension, consolidation or modification of the Junior Lien or the Obligation.

This Agreement shall inure to the benefit of the Subordinator and Bank of America and their respective successors and assigns, including any purchaser(s) (at foreclosure or otherwise) of the Property or any part thereof, and their respective successors and assigns.

Bank of America, N.A.

By: Elizabeth Mitchell

Elizabeth Mitchell Date 10-26-04
Its: **VICE PRESIDENT**

Witness

Witness

The following states must have Trustee sign Subordination Agreement: AZ, DC, NV and VA.

The trustee(s), if any, named in the Senior Lien join(s) in the execution of this Agreement to evidence consent and to effectuate the provisions hereof.

Witness(es):

Trustee Name: _____

Witness Signature

Signature

Typed or Printed Name

Typed or Printed Name

Witness Signature

Signature

Typed or Printed Name

Typed or Printed Name

Trustee Acknowledgement

State/Commonwealth/District of _____)

County/City of _____)

This instrument was acknowledged before me on this the _____ day of _____, by _____ as trustee of _____

Signature of Person Taking Acknowledgement
Commission Expiration Date: _____

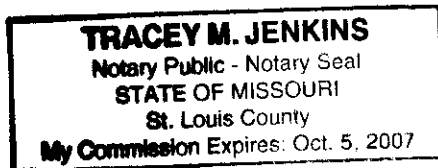
Bank of America Acknowledgement:

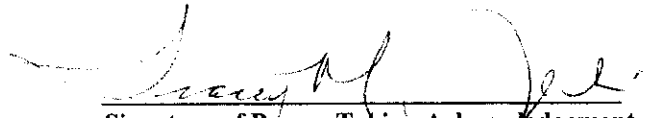
00636

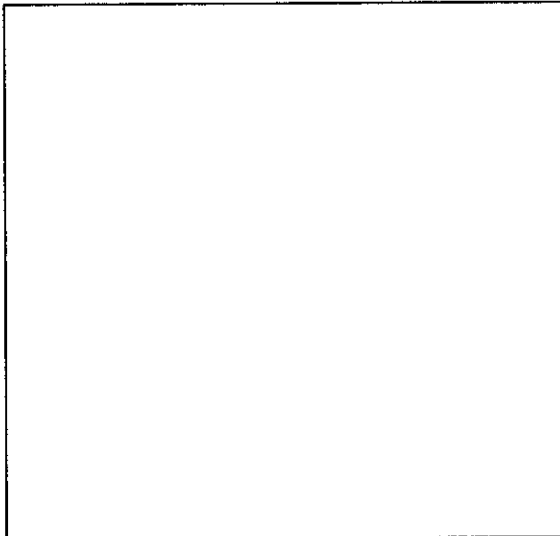
State/Commonwealth/District of *Missouri*
County/City of *St. Louis*

On this the **26TH** day of **OCTOBER, 2004** before me, **TRACEY M. JENKINS** the undersigned officer, personally appeared **Elizabeth Mitchell** who acknowledged him/herself to be the **Vice President** of Bank of America, N.A., and that (s)he, as such **Vice President**; being authorized so to do, executed the foregoing instrument for the purpose therein contained, by signing the name of the corporation by him/herself as **Elizabeth Mitchell, Vice President**

In witness whereof I hereunto set my hand and official seal.




Signature of Person Taking Acknowledgement
Commission Expiration Date: *OCT. 5, 2007*



(Do not write below this line. This space is reserved for recording.)

Customer Name: Fred Wade and Gail Wade

Order Number: 582513

Exhibit "A"

Customer Reference: 3087385-2315223

The Real Property located in the City of KLAMATH FALLS, County of KLAMATH, State of OR.

A TRACT OF LAND SITUATED IN THE SW1/4NW1/4 OF SECTION 32, TOWNSHIP 38 SOUTH, RANGE 9 EAST OF THE WILLAMETTE MERIDIAN, KLAMATH COUNTY, OREGON, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A 5/8 INCH IRON PIN WITH ALUMINUM CAP STAMPED "CITY OF KLAMATH FALLS" (FORMERLY CHISELED CROSS ON A STONE MONUMENT), SAID PIN BEING N 41 DEG EAST 1094 FEET, MORE OR LESS, BY RECORD FROM THE WEST 1/4 CORNER OF SAID SECTION 32; THENCE S 52 DEG 00 MIN 00 SEC E 19.00 FEET; THENCE S 50 DEG 08 MIN 40 SEC W 28.79 FEET; THENCE S 26 DEG 26 MIN 30 SEC E 30.84 FEET; S 37 DEG 51 MIN 20 SEC E 42.04 FEET; THENCE S 56 DEG 25 MIN 09 SEC W 245.88 FEET; THENCE CONTINUING S 56 DEG 25 MIN 09 SEC W 10 FEET, MORE OR LESS, TO THE LEFT BANK OF LINK RIVER; THENCE NORTHWESTERLY ALONG SAID BANK 167.24 FEET, MORE OR LESS, TO A POINT THAT BEARS S 71 DEG 30 MIN 00 SEC W FROM THE POINT OF BEGINNING; THENCE N 71 DEG 30 MIN 00 SEC E 291 FEET, MORE OR LESS, TO THE POINT OF BEGINNING.

REFERENCE: CITY OF KLAMATH FALLS PROPERTY LINE ADJUSTMENT 006-94.

APN: r474230

End of Description