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CRS# 982051

APN# R 545389

State of Oregon, County of Klamath
Recorded 02/16 /2005 2:14 P m
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Linda Smith, County Clerk
Fee \$ 46.00 # of Pgs 6

SUBORDINATION AGREEMENT OF DEED OF TRUST

First Party: Washington Mutual Bank NA

Second Party: Washington Mutual Bank NA

Owner of Property: Julia E Wells and Jeffrey J wells

10675

RECORDING REQUESTED BY
Fidelity National Lenders Solution
2550 North Redhill Ave.
Santa Ana, CA 92705

AND WHEN RECORDED MAIL TO

NAME Fidelity National Lenders Solution
ADDRESS 2550 North Redhill Ave.
CITY Santa Ana
STATE & ZIP CA 92705

SUBORDINATION AGREEMENT

New Loan #: 0619577919

This Subordination Agreement is dated for reference 11/09/2004 and is between

WASHINGTON MUTUAL BANK whose

principal address is 3050 Highland Parkway Downers Grove IL 60515, ,

(called "Junior Lender") and

New Senior Lender's

Name : WASHINGTON MUTUAL BANK, FA

Senior Lender's

Address : 75 NORTH FAIRWAY DRIVE VERNON HILLS, IL - 60061

(called "New Senior Lender")

RECITALS

A. Junior Lender is the vested holder and owner of the following described promissory note (the "Note") secured by a mortgage or deed of trust (the "Security Instrument"):

Date of Note and Security Instrument : 12/10/2003

Borrower(s) Name(s) ("Borrowers") : JULIA E. WELLS AND JEFFREY J. WELLS

Property Address : 4028 SUMMERS LN KLAMATH FALLS, OR 97603-7422

Legal Description of real property secured by Security Instrument ("Property") :

Recording Date 12/19/2003 County : KLAMATH Amount : \$29,905.00

Recording Number : _____ Book : M03 Page : 92022

B. Borrowers, as current owners of the Property, wish to replace their current first priority mortgage loan on the Property with a new first priority mortgage loan secured by the Property from New

Senior Lender in the original principal sum of \$ 51068.00 Date : _____
(the "New Senior Security Instrument").

New Senior Lender will not provide this financing without an agreement by Junior Lender to subordinate its lien/security interest in the Property to the new interest of New Senior Lender.

In consideration of the benefits to Junior Lender from the new financing on the Property provided by New Senior Lender, Junior Lender agrees and declares as follows:

1.Subordination to New Senior Security Instrument.

Junior Lender agrees that upon recordation of the New Senior Security Instrument, Junior Lender's lien/security interest in the Property shall be unconditionally and forever inferior, junior and subordinate in all respects to the lien/security interest of Senior Mortgagee's New Senior Security Instrument and all obligations it secures. Junior Mortgagee irrevocably consents to and approves all provisions of the New Senior Security Instrument and the terms of the obligations it secures.

2.No Subordination to Other Matters.

Junior Lender is subordinating its lien/security interest to the New Security Instrument only, and not to other or future liens or security interests in the Property. Junior Lender has no obligation to consent to future requests for subordination of its lien/security interest.

3.No Waiver of Notice.

By subordinating its lien/security instrument, Junior Lender is not waiving any rights it may have under the laws of the State where the Property is located, or Federal law, to notice of defaults or other notices or rights conferred by law to junior lienholders and mortgagees.

4.Successors and Assigns.

This Agreement shall be binding upon and be for the benefit of any successor or assignee of the New Security Instrument or any successor of either of the parties.

5.Governing Law.

This Agreement shall be governed by the law of the State where the Property is located.

6.Reliance.

This Agreement can be relied upon by all persons having an interest in the Property or the New Senior Security Instrument.

7.Entire Agreement;Amendments.

This Agreement represents the entire and complete agreement between Junior Lender and Senior Lender. Any waiver, modification or novation of this Agreement must be in writing, executed by New Senior Lender (or its successors or assigns) and Junior Lender (or its successors or assigns) and, if this Agreement was recorded in the real estate records of the government entity in which the Property is located, recorded in such real estate records, to be enforceable.

8.Acceptance.

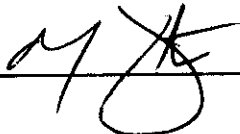
New Senior Lender shall be deemed to have accepted and agreed to the terms of this Agreement by recordation of this Agreement at or about the time New Senior Security Instrument is recorded. This Agreement shall be void if not recorded within 90 days of the reference date first written above.

10677

NEW SENIOR LENDER WASHINGTON MUTUAL BANK, FA

JUNIOR LENDER : WASHINGTON MUTUAL BANK

BY :

A handwritten signature in black ink, appearing to be 'M. J.', is written over a horizontal line.

BY :

10678

STATE OF ILLINOIS

COUNTY OF COOK

On 11-26-04 before

Me, TRISHA L. PETERSON

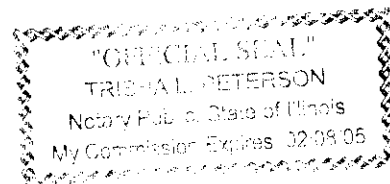
Personally
Appeared MICHAEL PETERS

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.


Signature of Notary Public

Trisha L. Peterson



(This area for notarial seal)

Order ID: 982051

Loan No.: 0619577919

EXHIBIT A
LEGAL DESCRIPTION

ALL THE REAL PROPERTY SITUATED IN THE COUNTY OF KLAMATH, STATE OF OREGON,
DESCRIBED AS:

A PORTION OF THE NE 1/4 OF THE SE 1/4 OF SECTION 10, TOWNSHIP 39 SOUTH, RANGE 9 EAST, OF
THE WILLAMETTE MERIDIAN, IN THE COUNTY OF KLAMATH, STATE OF OREGON DESCRIBED AS
FOLLOWS:

BEGINNING AT A POINT ON THE WEST LINE OF SUMMERS LANE, WHICH POINT IS SOUTH 1 DEGREE
08' EAST 887.91 FEET AND SOUTH 88 DEGREES 57' WEST 30 FEET FROM THE QUARTER CORNER
COMMON TO SECTIONS 10 AND 11 OF SAID TOWNSHIP AND RANGE; THENCE SOUTH 88 DEGREES
57' WEST, 150 FEET; THENCE SOUTH 1 DEGREE 08' EAST, 75 FEET; THENCE SOUTH 88 DEGREES 57'
WEST 235 FEET TO THE EAST LINE OF LOT 33 SUMMERS PARK; THENCE NORTH 1 DEGREE 08'
WEST, 163.41 FEET; THENCE NORTH 88 DEGREES 57' EAST 415 FEET TO THE WEST LINE OF
SUMMERS LANE, THENCE SOUTH 1 DEGREE 08' EAST ALONG THE WEST LINE OF SUMMERS LANE,
88.41 FEET TO THE POINT OF BEGINNING.

CODE 41 MAP 3909-10DA TL 4100

APN: R545389