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State of Oregon, County of Klamath
Recorded 03/15/2005 / 10.08 a.m
Vol M05 Pg / 6846 - 48
Linda Smith, County Clerk
Fee \$ 3/20 # of Pgs 3

This instrument was prepared by: Bank of America/Donna Cade 9000 Southside Blvd., Bldg 700 Jacksonville, FL 32256 After recording return to:
Bank of America Collateral Tracking
9000 Southside Boulevard, Bldg 700
Jacksonville, FL 32256

Account #: 68180115476999/3301552380

RK:

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

This Real Estate Subordination Agreement ("Agreement") is executed as of 03/04/2005 , by Bank of America, N.A., having an address of 9000 Southside Blvd, Bldg 700 Jacksonville, FL 32256

("Subordinator"), in favor of Bank of America, N.A., having an address for notice purposes of Bank of America
4161 Piedmont Parkway
Greensboro, NC 27410

**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 07/20/2004, executed by GENO DORAZIO

and which is recorded in Volume/Book N/A, Page N/A, and if applicable, Document Number 04-51268, of the land records of KLAMATH County, OR, 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 GENO DORAZIO

(jointly and severally, "Borrower"), to be secured by, without limitation, either a deed of trust, deed to secure debt or mortgage (the "Junior Lien"), covering without limitation, the Property and securing the

BAM-308MS Old

(for use in all states except AL, AZ, CA, DC, DE, GA, HI, IN, MA, ME, NC, NV, PA, SC, SD, VA)

00-12-2395NSBW 02-2004

Customer Name: Geno Dorazio

Order Number: 728077

## Exhibit "A"

**Customer Reference: 3087385-2494676** 

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

LOT 16 OF OLD ORCHARD MANOR, ACCORDING TO THE OFFICIAL PLAT THEREOF ON FILE IN THE OFFICE OF THE COUNTY CLERK OF KLAMATH COUNTY, OREGON

APN: R444193

**End of Description** 

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 Bank of America in the maximum principal face amount of \$ 60,000.00 (the "Principal Amount"), 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'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 Property (including but not limited to all rights and to proceeds of insurance and condemnation) are hereby 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.

3-4-05

By:

Shane Rogers

Date

Its:

**VP of Loan Solutions** 

## **Bank of America Acknowledgment:**

State/Commonwealth/District of Florida

County/City of Duval

On this the 4TH day of March 2005, before me, Donna Cade The undersigned officer, personally appeared Shane Rogers,

Who acknowledged him/herself to be the VP of Loan Solutions of Bank of America, N.A., and that (s)he, as such VP of Loan Solutions.

Being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by him/herself as VP of Loan Solutions . In witness whereof I hereunto set my hand and official seal.

**DONNA CADE** Notary Public, State of Florida Vly comm. expires August 28, 2006 No. DD145734

Signature of Person Taking Acknowledgment

Commission Expiration Date: 8-28-2006

DONNA CADE