

05 MAR 31 AM 11:03

mtc-68590

HOUSEHOLD FINANCE CO Fax:6306177711

Mar 25 2005 16:05 P.01  
Vol M05 Page 21868

**RECORDING REQUESTED BY:**

WHEN RECORDED MAIL TO:  
Household Finance Corporation  
577 Lamont Road  
Elmhurst, IL 60126

State of Oregon, County of Klamath  
Recorded 03/31/2005 11:03A m  
Vol M05 Pg 21868-71  
Linda Smith, County Clerk  
Fee \$ 36.00 # of Pgs 4

**ESCROW NO:**  
**TITLE ORDER NO:**

**PREPARED BY:** TERRENCE J HARDY  
**APN:**

SPACE ABOVE THIS 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.

THIS AGREEMENT, made 03/25/05

by,

Owner of the land hereinafter described and hereinafter referred to as "Owner" and  
**LILLIANN WATAH**  
Present owner and holder of the mortgage and note first hereinafter described and hereinafter referred to as  
"Beneficiary";

**WITNESSETH**

**THAT WHEREAS,**  
**THE KLAMATH TRIBES HOUSING AUTHORITY A PUBLIC CORPORATE BODY**  
Did execute a mortgage, dated NOVEMBER 15<sup>TH</sup> 1996  
**LILLIANN WATAH**

to,

As mortgagee, covering:

**SEE ATTACHED LEGAL**

To secure a note in the sum of 39,950.00, dated 11/19/1996  
In favor of **THE KLAMATH TRIBES HOUSING AUTHORITY A PUBLIC CORPORATE BODY**  
Which mortgage was recorded as Instrument No. N/A, on 11/18/1996  
In book M96, page 36209, Official Records of said county; and  
**WHEREAS,** Owner has executed, or is about to execute, a mortgage and note in the sum of \$ 80,667.11  
Dated, in favor of **BENEFICIAL**  
Hereinafter referred to as "Lender", payable with interest and upon the terms and conditions described therein, which mortgage is to be recorded concurrently herewith; and

**WHEREAS,** it is a condition precedent to obtaining said loan that said mortgage 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 mortgage first above mentioned; and

**WHEREAS,** lender is willing to make said loan provided the mortgage securing the same is a lien or charge upon the above described property prior and superior to the lien or charge of the mortgage first above mentioned and provided that Beneficiary will specifically and unconditionally subordinate the lien or charge of the mortgage first above mentioned to the lien or charge of the deed of trust in favor of Lender and

**CLTA SUBORDINATION "A"**  
(EXISTING DEED OF TRUST TO NEW DEED OF TRUST)

**INITIALS:** \_\_\_\_\_  
Page No. 1 of 3

**APN:**

21869

Whereas, it is to the mutual benefit of the parties hereto that Lender make such loan to Owner; and Beneficiary is willing that the mortgage securing the same shall, when recorded, constitute a lien or charge upon said land which is unconditionally prior and superior to the lien or charge of the mortgage 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 mortgage securing said note in favor of Lender, and any renewals or extensions thereof, shall unconditionally be and remain at all times a lien or charge on the property therein describe, prior and superior to the lien or charge of the mortgage 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 of charge of the mortgage first above mentioned to the lien or charge of the mortgage in favor of lender above referred to and shall supersede and cancel, but only insofar as would affect the priority between the mortgage herein before specifically described, any prior agreement as to such subordination including, but not limited, those provisions, if any, contained in the mortgage above mentioned, which provided for the subordination of the lien or charge thereof to another 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 mortgage 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 to the application of proceeds by the person or persons to whom Lender disburses such proceeds and any application or use of such proceeds for purposes other than those provided for in such agreement or agreements shall not defeat the subordination herein made in whole or in part;
- (c) He intentionally and unconditionally waives, relinquishes and subordinates the lien or charge of the mortgage first above mentioned in favor of Lender above referred to and understands that in reliance upon, and in consideration of, this waiver, relinquishment and subordination, specific loans and advances and being and will be entered into which would not be made or entered into but for said reliance upon this waiver, relinquishment and subordination; and
- (d) An endorsement has been placed upon the note secured by the mortgage first above mentioned that said mortgage has by this instrument been subordinated to the lien or charge of the mortgage in favor of Lender above referred to.

CLTV SUBORDINATION "A"  
(EXISTING MORTGAGE TO NEW MORTGAGE)

INITIALS: \_\_\_\_\_  
Page No. 2 of 3

APN:

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.

21870

IT IS RECOMMENDED THAT, PRIOR TO THE EXECUTION OF THIS SUBORDINATION AGREEMENT, THE PARTIES CONSULT WITH THEIR ATTORNEY'S WITH RESPECT THERETO.

THE KLAMATH TRIBES HOUSING AUTHORITY

LILLIAN WATAH

Beneficiary

Owner

( ALL SIGNATURES MUST BE ACKNOWLEDGED )

STATE OF OREGON  
COUNTY OF KLAMATH

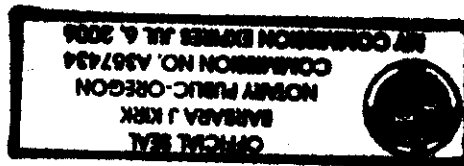
ON 03/14/05 before me MANUEL OCHOA personally appeared  
BENEFICIARY

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,

Signature

Barbara J Kirk



STATE OF  
COUNTY OF

ON \_\_\_\_\_ before me, \_\_\_\_\_ personally appeared

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

CLTA SUBORDINATION "A"  
(EXISTING MORTGAGE TO NEW MORTGAGE)

Page No. 3 of 3

HOUSEHOLD FINANCE CO Fax:6306177711

Mar 25 2005 16:05 P.03

21871

IT IS RECOMMENDED THAT, PRIOR TO THE EXECUTION OF THIS SUBORDINATION AGREEMENT, THE PARTIES CONSULT WITH THEIR ATTORNEY'S WITH RESPECT THERETO.

M. O. L.  
THE KLAMATH TRIBES HOUSING AUTHORITY

Lillian Watah  
LILLIAN WATAH

Beneficiary

Owner

( ALL SIGNATURES MUST BE ACKNOWLEDGED )

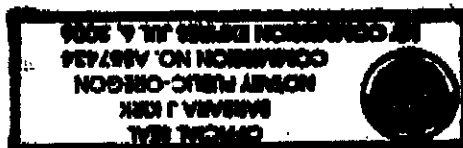
STATE OF OREGON  
COUNTY OF CLATSOP

ON 03/25/05 before me MANUEL OCHOA personally appeared  
BENEFICIARY

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,

Signature Barbara J. Hark



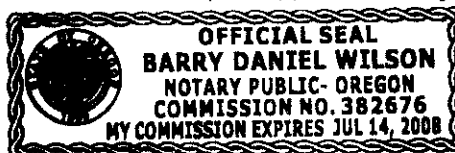
STATE OF Oregon  
COUNTY OF Deschutes

ON 3/26/05 before me, Lillian Watah personally appeared

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 Barry Daniel Wilson



CLTA SUBORDINATION "A"  
(EXISTING MORTGAGE TO NEW MORTGAGE)

Page No. 3 of 3