

NN

SUBORDINATION AGREEMENT OF TRUST DEED

Vol M05 Page 36115

City of Klamath Falls
500 Klamath Avenue
Klamath Falls, OR 97601

To
First Magnus Financial Corp.
An Arizona Corp. ISAOA
603 N. Wilmot
Tuscon, AZ 85711

After recording, return to (Name, Address, Zip):

First Magnus Financial Corp.
603 N. Wilmot
Tuscon, AZ 85711

RECORDED & FILED

State of Oregon, County of Klamath
Recorded 05/18/05 3:08 p m
Vol M05 Pg 36115-16
Linda Smith, County Clerk
Fee \$ 26.00 # of Pgs 2

fixed.

deputy.

1542751

THIS AGREEMENT dated May 10, 2005
by and between City of Klamath Falls, Oregon
hereinafter called the first party, and First Magnus Financial Corp., An Arizona Corp. ISAOA
hereinafter called the second party, WITNESSETH:

On or about (date) March 27, 1998, David Filipppe, Jr.

being the owner of the following described property in Klamath County, Oregon, to-wit:

Real property in the County of Klamath, State of Oregon, described as follows:
All that portion of Lots 1 and 2 in Block 43 of Nichols Addition to the City of Klamath Falls, Oregon, according to the official plat thereof on file in the office of the County Clerk of Klamath County, Oregon, more particularly described as follows:
Beginning at a point formed by the intersection of the Northerly line of High Street with the Westerly line of Ninth Street; thence Northwesterly along the Westerly line of Ninth Street 40 feet; thence Southwesterly and parallel with High Street 80 feet; thence Southeasterly and parallel with Ninth Street 40 feet to the Northerly line of High Street; thence Northeasterly along the Northerly line of High Street 80 feet to the point of beginning. Tax Parcel Number : 411673

(IF SPACE INSUFFICIENT, CONTINUE DESCRIPTION ON REVERSE)

executed and delivered to the first party a certain CHRP loan Promissory Note

(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 \$ 19,995.00, which lien was:

(Delete any language not pertinent to this transaction)

- Recorded on August 12, 1998**, in the Records of Klamath County, Oregon, in book/reel/volume No. M98 at page 29614 and/or as fee/file/instrument/microfilm/reception No. _____ (indicate which); **Re-recorded January 17, 2001 Volume M01 page 1935
- Filed on _____, in the office of the _____ of _____ 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 ☐ Secretary of State ☐ 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 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 \$ 48,000.00 to the present owner of the property, with interest thereon at a rate not exceeding 5.5 % per annum. This loan is to be secured by the present owner's mortgage

(State nature of lien to be given, whether mortgage, trust deed, contract, security agreement or otherwise)

(hereinafter called

the second party's lien) upon the property and is to be repaid not more than fifteen (15) ☐ days ☒ years (indicate which) from its date.

(OVER)



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 sixty (60) days after the date hereof, this subordination agreement shall be null and void and of no force or effect.

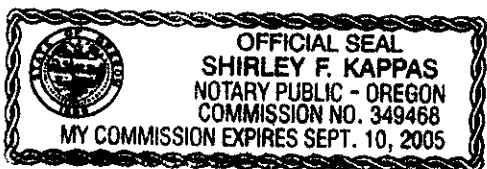
It is expressly understood and agreed that nothing herein contained shall be construed to change, alter or impair the first party's lien, except as hereinabove expressly set forth.

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 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.

[Signature]
Jeffrey D. Ball
City Manager

STATE OF OREGON, County of Klamath ss.
 This instrument was acknowledged before me on 5-11-05,
 by _____
 This instrument was acknowledged before me on May 11, 2005,
 by Jeffrey D. Ball,
 as City Manager,
 of City of Klamath Falls, Oregon



Shirley F. Kappas
 Notary Public for Oregon
 My commission expires 9-10-05