

05 MAY 31 PM 3:49

MTG-69436W

Vol M05 Page 40374

Account Number 300285269

**WHEN RECORDED MAIL TO:**  
Homecomings Financial Network, Inc.  
2711 N. Haskell Avenue, Suite 900  
Dallas, TX 75204  
Attn.: Correspondence Department

State of Oregon, County of Klamath  
Recorded 05/31/05 3:49 Pm  
Vol M05 Pg 40374-75  
Linda Smith, County Clerk  
Fee \$ 26.00 # of Pgs 2

**THE SUBORDINATION IS NOT VALID FOR RECORDING AFTER NINETY (90) DAYS FROM THE DATE FIRST APPEARING BELOW. ANY CHANGES TO THIS DOCUMENT WITHOUT PRIOR WRITTEN SUBORDINATING LENDER APPROVAL WILL RENDER THIS SUBORDINATION NULL AND VOID.**

SPACE ABOVE THIS LINE FOR RECORDER'S USE

## Subordination Agreement

THIS SUBORDINATION AGREEMENT ("Agreement") is made this 13 May, 2005, by The Chase Manhattan Bank as Indenture Trustee, Residential Funding Corporation, Attorney in Fact ("Subordinating Lender").

WHEREAS, Sergio C. Galvez and Irma Galvez ("Borrower"), whether one or more, executed a note in the original principal sum of \$ 30,000.00 dated 05/18/2001, secured by a deed of trust or mortgage of even date therewith in favor of GUARANTY NATL BK OF TALLAHASSE covering property located at 2760 Derby Road, Klamath Falls, OR 97603, ("Property") recorded on 06/01/2001, as Book # M01 and Page # 25839, in Official Records of said County; and

WHEREAS, the note and deed of trust or mortgage have been assigned to Subordinating Lender; and

WHEREAS, Borrower has executed, or is about to execute, a deed of trust or mortgage and note not to exceed the sum of \$ 86,725.00 ("New Loan") in favor of Community Lending ("New Lender"); and

WHEREAS, New Lender is willing to make the New Loan provided the deed of trust or mortgage securing same is a lien or charge upon the Property prior and superior to the lien or charge of the deed of trust held by Subordinating Lender, and provided that Subordinating Lender will specifically and unconditionally subordinate its lien to the lien or charge of the deed of trust or mortgage in favor of New Lender; and

WHEREAS, it is to the mutual benefit of the Borrower, New Lender and Subordinating Lender that New Lender make such New Loan to Borrower; and Subordinating Lender is willing that the deed of trust or mortgage securing same shall, when recorded, constitute a lien or charge upon said land which is unconditionally prior and superior to the lien or charge held by Subordinating Lender.

NOW, THEREFORE, in consideration of the mutual benefits accruing to the parties hereto and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and in order to induce New Lender to make the New Loan, it is hereby declared, understood and agreed as follows:

260  
Hm

Account Number 300285269  
Borrower Name Sergio C. Galvez and Irma Galvez  
Subordination Agreement  
Page 2 of 2

1. The deed of trust or mortgage securing the New Loan in favor of New Lender, and any renewals or extensions thereof, shall unconditionally be and remain at all times a lien or charge on the Property, prior and superior to Subordinating Lender's lien or charge.
2. New Lender would not make its New Loan without this Agreement.
3. This Agreement shall be the whole and only agreement with regard to the subordination of the Subordinating Lender's lien or charge to the New Lender's lien or charge.

**The Chase Manhattan Bank as Indenture Trustee, Residential Funding Corporation,  
Attorney in Fact, by and through its attorney in fact, Residential Funding Corporation**

By: Courtney Ehinger  
Courtney Ehinger  
Assistant Vice President

**ACKNOWLEDGMENT BY SUBORDINATING LENDER**

State of Texas

County of Dallas

On this, the 13 May, 2005, before me, a Notary Public, personally appeared Courtney Ehinger, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in her authorized capacity as Assistant Vice-President of Residential Funding Corporation, for the purposes and consideration therein expressed, as the act and deed of said corporation.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Lauren Bequette  
Notary Public

(Notary Seal)

