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State of Oregon, County of Klamath Recorded 07/27/05 9:46 Am
Vol M05 Pg 57912-916
Linda Smith, County Clerk
Fee \$ 41.00 # of Pgs 5

SUBORDINATION AGREEMENT OF DEED OF TRUST

First Party: Wells Poso Bank, N.A.

Second Party: Wells Fargo Bank, N.A.

Owner of Property:

Space above line for recording purposes.

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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 is made this 9th day of August 2004, by and between Wells Fargo Bank, N.A. a national bank (herein called "Lien Holder"), and Wells Fargo Bank, N.A., a national bank (herein called the "Lender").

RECITALS

Lien Holder is the beneficiary/mortgagee under a deed of trust/mortgage, dated 05/28/03, executed by DONALD R. TILLER AND BRENDA TILLER, HUSBAND AND WIFE (the "Debtor") which was recorded in the county of KLAMATH, State of Oregon, as on 06/10/03 (the "Subordinated Instrument") covering real property located in LA PINE in the above-named county of KLAMATH, State of Oregon, as more particularly described in the Subordinated Instrument (the "Property").

PLEASE SEE ATTACHED EXHIBIT "A" (Legal Description)

Lender will make a loan to the Debtor secured by a deed of trust/mortgage on the Property which will be recorded (the "Lender Instrument"). The Lender Instrument will secure a promissory note/line of credit agreement in the amount of \$3-31-04, \$69,537.00.

Lien Holder has agreed to execute and deliver this Subordination Agreement.

ACCORDINGLY, in consideration of the property and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Lien Holder hereby agrees with Lender as follows:

- 1. Regardless of any priority otherwise available to Lien Holder, the lien of the Subordinated Instrument is, shall be and shall remain fully subordinate for all purposes to the lien of the Lender Instrument, to the full extent of the sum secured by the Lender Instrument, including not only principal and interest on the principal indebtedness secured thereby but all other sums secured by the Lender Instrument, excluding non-obligatory future advances.
- 2. Lien Holder warrants to Lender that Lien Holder presently owns the Subordinated Instrument and indebtedness secured thereby, free and clear of all liens, security interests and encumbrances.
- 3. This Agreement is made under the laws of the State of Oregon. It cannot be waived or changed, except by a writing signed by the parties to be bound thereby. This Agreement is made between Lender and Lien Holder. It shall be binding upon Lien Holder and the successors and assigns of Lien Holder, and shall inure to the benefit of, and shall be enforceable by, Lender and its successors and assigns. Neither the Debtor nor any other person (except Lender, its successors and assigns), shall be entitled to rely on, have the benefit of or enforce this Agreement.

IN WITNESS WHEREOF, this Subordination Agreement is executed on the day and year first above stated.

WELLS FARGO BANK, N.A.

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

By: Melissa Walls

Title: Vice President, Loan Documentation

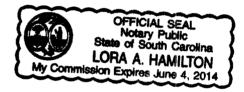
STATE OF South Carolina)
) SS.
COUNTY OF Lancaster)

The foregoing instrument was acknowledged before me this 9th day of August, 2004, by Melissa Walls, Vice President, loan documentation of Wells Fargo Bank, N.A. (bank officer name)

WITNESS my hand and official seal.

My commission expires: 06/04/2014

Lora A. Hamilton Notary Public



Legal Description Exhibit "A"

Loan Number:

Borrower: DONALD R TILLER And BRENDA

TILLER

THE FOLLOWING DESCRIBED REAL PROPERTY:

THE NE1/4 NW1/4 NE1/4, OF SECTION 12, TOWNSHIP 23 SOUTH, RANGE 9, EAST OF THE WILLAMETTE MERIDIAN, KLAMATH COUNTY, OREGON. TOGETHER WITH EASEMENTS FOR ROADWAY PURPOSES ACRES THE WEST 30' OF HTE SE1/4 NW1/4 NE1/4; THE WEST 30' OF THE NORTH 30' OF THE NE1/4 SE1/4 NE1/4; THE EAST 30' AND THE SOUTH 30' OF THE SW1/4 NW1/4 NE1/4; AND THE NORTH 30' OF THE NW1/4 SW1/4 NE1/4 OF SECTION 12, TOWNSHIP 23 SOUTH, RANGE 9, EAST OF THE WILLAMETTE MERIDIAN, KLAMATH COUNTY, OREGON.APN: R129596