

'05 JUL 27 AM 9:46

Vol M05 Page 57912

Recording requested by: LSI
When recorded return to:
Custom Recording Solutions
2550 N. Red Hill Ave.
Santa Ana, CA 92705
800-756-3524 Ext. 5011

CRS# 238378

APN#

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 Fargo Bank, N.A.

Second Party: Wells Fargo Bank, N.A.

Owner of Property:

4/1/✓

57913

Space above line for recording purposes.

6546548198934

0045869245

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 **\$69,537.00**, **8-31-04, recorded 9-9-04** ~~and~~ **pg 60234, BK M04**

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

57914

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

57916

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