

RECORDING REQUESTED BY:  
WHEN RECORDED MAIL TO:  
NATALIA PIWOWARCZYK  
NAME: LandAmerica OneStop

ADDRESS: 600 Clubhouse Dr.

CITY: Moon Township  
STATE: PA  
ZIP: 15108  
ESCROW: 1544229  
TITLE:  
APN:

**M06-00001**

Klamath County, Oregon

01/03/2006 09:27:06 AM

Pages 4 Fee: \$36.00

SPACE ABOVE THIS LINE FOR RECORDER'S USE ONLY

ATE: 61722

## 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 this \_\_\_\_\_ day of \_\_\_\_\_, 2005 by, **Brett Alan Fisher and Lori Ann Fisher**, owner(s) of the land hereinafter described and hereinafter referred to as "Owner", and **Washington Mutual Bank FA**, present owner and holder of Deed of Trust and Note first hereinafter described and referred to as "Beneficiary."

WITNESSETH

THAT WHEREAS, **Brett Alan Fisher and Lori Ann Fisher**, has executed a Deed of Trust, dated 09/22/2005 To **Washington Mutual Bank FA**, Mortgagee covering

SEE EXHIBIT "A" ATTACHED HERETO AND BY REFERENCE MADE  
A PART HEREOF FOR COMPLETE LEGAL DESCRIPTION

To secure a Note in the sum of **\$50,000.00** dated 09/22/2005 in favor of **Washington Mutual Bank FA**, which Deed of Trust was recorded on 10/12/2005 as Recording No. M05-66373 of Official Records of said County; and

WHEREAS, Owner has executed a Deed of Trust and note in the sum of **\$122,160.00** in favor of **WASHINGTON MUTUAL BANK, FA** herein after referred to as "Lender", payable with interest and upon the terms and conditions described therein, which Deed of Trust is to be recorded concurrently herewith; and

WHEREAS, It is a condition precedent to obtaining said loan that said Deed of Trust 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 Deed of Trust first above mentioned; and

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

WHEREAS, It is to the mutual benefit of the parties hereto that Lender make such loan to Owner; and Beneficiary is willing that the Deed of Trust securing the same shall, when recorded constitute a lien or charge upon said land which is unconditionally prior and superior to the lien charge of the Deed of Trust first above mentioned.

\$36-A

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 Deed of Trust 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 described, prior and superior to the lien or charge of the Deed of Trust first 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 or charge of the Deed of Trust first above mentioned to the lien or charge of the Deed of Trust in favor of Lender above referred to and shall supersede and cancel, but only insofar as would affect the priority between the Deeds of Trust hereinbefore specifically described, any prior agreements as to such subordination, including, but not limited to, those provisions, if any, contained in the Deed of Trust first above mentioned, which provide for the subordination of the lien or charge thereof to another Deed or Deed of Trust or to another mortgage or mortgages.

Beneficiary declares, agrees and acknowledges that:

- (a) He/she consents to and approves (I) all provisions of the Note and Deed of Trust 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 such 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/she intentionally and unconditionally waives, relinquishes and subordinates the lien or charge or the Deed of Trust first above mentioned in favor of the lien or charge upon said land of the Deed of Trust 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 are being and will be made and, as part and parcel thereof, specific monetary and other obligations are 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 Deed of Trust first above-mentioned that said Deed of Trust has by this instrument been subordinated to the lien charge or the Deed of Trust in favor of Lender above referred to.

**SUBORDINATION, RECORDED DEED OF TRUST TO DEED OF TRUST TO RECORD  
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 IMPORVEMENT OF  
THE LAND.**

SIGNATURE OF BENEFICIARY (IES)

C. Jennings, Officer  
Washington Mutual Bank P.A.

STATE OF Pennsylvania } Ss.  
 County of Allegheny

On December 28, 2005 before me, Joie Lynn Cheverine the undersigned,  
 a Notary Public in and for said State, Charlene Jennings 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

Joie Lynn Cheverine  
 Notary Public in and for said County and State  
Joie Lynn Cheverine  
 Notary's name (Must be typed or legibly printed)

COMMONWEALTH OF PENNSYLVANIA

Notarial Seal

Joie Lynn Cheverine, Notary Public  
 Bethel Park Boro, Allegheny County  
 My Commission Expires Oct. 2, 2007

Member, Pennsylvania Association Of Notaries

STATE OF \_\_\_\_\_ } Ss.  
 County of \_\_\_\_\_

On \_\_\_\_\_ before me, \_\_\_\_\_ the undersigned,  
 a Notary Public in and for said State, \_\_\_\_\_ 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

\_\_\_\_\_  
 Notary Public in and for said County and State  
 \_\_\_\_\_  
 Notary's name (Must be typed or legibly printed)

**IT IS RECOMMENDED THAT, PRIOR TO THE EXECUTION OF THIS SUBRODINATION  
 AGREEMENT, THE PARTIES CONSULT WITH THEIR ATTORNEYS WITH RESPECT THERETO.  
 (CLTA SUBORDINATION FORM "A")**

## LEGAL DESCRIPTION

The land referred to in this Preliminary Report is situated in the County of Klamath, State of Oregon and is more fully described as follows:

That portion of the S 1/2 SE 1/4 SW 1/4 of Section 19, Township 34 South, Range 7 East of the Willamette Meridian, Klamath County, Oregon, lying Easterly of the Easterly line of the Oregon State Highway No. 62.

CODE 118 MAP 3407-019CO TL 00800 KEY #188781