

M06-01171

Klamath County, Oregon

01/20/2006 08:38:43 AM

Pages 4 Fee: \$36.00

Tax Parcel/ID No.:

Prepared by/record and return by mail to:

PHH Mortgage Corporation

3000 Leadenhall Road

Mt. Laurel, NJ 08054

Loan No: 0034466227

SUBORDINATION AGREEMENT

THIS AGREEMENT is made this 16th day of December, 2005, by Klamath Tribes Housing Authority ("Subordinating Party"), whose address is 501 Chiloquin Boulevard, Chiloquin, Oregon, 97624, and is being given to PHH Mortgage Corporation, a Maryland corporation, its successors and assigns ("LENDER"), with its principal place of business at 4802 Deer Lake Drive E, Jacksonville, Florida, 32246. 8562873

Recitals

1. Subordinating Party now owns or holds an interest as Deed of Trust or Security Deed ("Security Instrument") of certain premises with a property address of: 5032 Gatewood Drive, Klamath Falls, Oregon, 97603, which premises are more fully described on the attached Exhibit A and incorporated herein by reference ("Property"), pursuant to the provisions of that certain Security Instrument dated September 15, 1998, in the amount of \$40,000.00, and recorded on September 16, 1998, in Book M98, Page 34066, in the public records of Klamath County, State of Oregon ("Subordinating Party's Security Instrument").

2. Aria D. Gentry, ("Owner") is the present owner of the Property and has executed or is about to execute a Deed of Trust or Security Deed ("LENDER's Security Instrument") and Note in the sum of \$104,982.79, in favor of PHH MORTGAGE CORPORATION, which Lender's Security Instrument will be recorded concurrently herewith in said County.

3. LENDER is willing to make such loan to Owner provided that LENDER obtains a superior lien on the Property and Subordinating Party unconditionally subordinates the lien of Subordinating Party's Security Instrument to the lien of LENDER's Security Instrument in the manner hereinafter described.

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NOW THEREFORE, in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration, receipt of which is hereby acknowledged by Subordinating Party, and to induce LENDER to make a loan to Owner, Subordinating Party hereby agrees with LENDER that LENDER's Security Instrument, and any renewals, extensions or modifications of it, will be and shall remain a lien on the Property prior and superior to the lien of Subordinating Party's Security Instrument in the same manner as if LENDER's Security Instrument has been executed and recorded prior in time to the execution and recordation of Subordinating Party's Security Instrument.

Subordinating Party further agrees that:

1. Subordinating Party will not exercise any foreclosure rights with respect to the Property and will not exercise or enforce any right or remedy which may be available to Subordinating Party with respect to the Property, without prior written notice to LENDER. All such notices shall be sent to:

PHH Mortgage Corporation
3000 Leadenhall Road
Mt. Laurel, NJ 08054

2. Any future advance of funds or additional debt that may be secured by Subordinating Party's Security Instrument shall be subject to the provisions of this Agreement. LENDER's Security Instrument, and any renewals, extensions, or modifications of it, will be and shall remain a lien on the Property prior and superior to any lien for future advances of funds or additional debt secured by Subordinating Party's Security Instrument.

3. This Agreement is made under the laws of the State in which the Property is located. It cannot be waived, changed or terminated, except by a writing signed by both parties. This Agreement shall be binding upon Subordinating Party and the heirs, representatives, successors and assigns of Subordinating Party, and shall inure to the benefit of, and shall be enforceable by LENDER and its successors and assigns. Subordinating Party waives notice of LENDER's acceptance of this Agreement.

IN WITNESS THEREOF, the undersigned has caused this instrument to be executed the day and year first above written.

WITNESSES:

Klamath Tribes Housing Authority
Subordinating Party

Name:

By: Roberta Sexton
Name:
Title: Housing Director

Name:

STATE OF Oregon
COUNTY OF Klamath

On 16 December, 2005, before me personally appeared ROBERTA SEXTON, to me known, who, being by me duly sworn, did depose and say that ~~he~~she is the DIRECTOR of the Klamath Tribes Housing Authority. He/She is personally known to me to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity, that by his/her signature on the instrument the corporation upon behalf of which he/she acted executed the instrument, and that the instrument is the free act and deed of the corporation by direction of its Board of Directors.

WITNESS my hand and official seal.

Barbara J Kirk
Name:
Notary Public, State of: Oregon
Commission No: A357434
Commission Expires: 7/6/2006

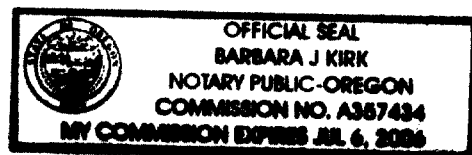


EXHIBIT A

A PARCEL OF LAND LOCATED IN THE COUNTY OF KLAMATH, STATE OF OREGON, AND KNOWN AS:

BEING LOT NUMBER 6 BLOCK 4 IN TRACT NO. 1035 GATEWOOD OF KLAMATH COUNTY RECORDS.

Permanent Parcel Number: R570778
ADRIA D. GENTRY

5032 GATEWOOD DRIVE, KLAMATH FALLS OR 97603
Loan Reference Number : 2050064882
First American Order No: 8562873
Identifier: FIRST AMERICAN LENDERS ADVANTAGE

 PASCHAL
8562873

FIRST AMERICAN LENDERS ADVANTAGE
SUBORDINATION AGREEMENT

