

**M06-08796**

Klamath County, Oregon

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Pages 3 Fee: \$31.00

RECORD & RETURN TO:  
**M.I.S., INC.**  
4877 GALAXY PARKWAY  
SUITE 1  
CLEVELAND, OH 44128

*1st 790768*

M.I.S. FILE NO.  
*850964*

*TRUST DEED*  
**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 12<sup>th</sup> day of April, 2006, by Michelle M. Soliz, owner of the land hereinafter described and hereinafter referred to as "Owner", and The Klamath Tribes Housing Authority, a public corporation body, present owner and holder of the beneficial interest of a Deed of Trust and Note first hereinafter described and hereinafter referred to as "Beneficiary".

**WITNESSETH**

**THAT WHEREAS**, Michelle M. Soliz, did execute a Deed of Trust, to Amerititle, as Trustee and The Klamath Tribes Housing Authority, a public corporation body, as Beneficiary, covering a certain parcel of real property located in the County of Klamath, State of Oregon, to wit:

LOT 5 IN BLOCK 2 OF TRACT 1007, WINCHESTER, ACCORDING TO THE OFFICIAL PLAT THEREOF ON FILE IN THE OFFICE OF CLERK OF KLAMATH COUNTY, OREGON

to secure a note in the sum of \$ 37,500.00 in favor of The Klamath Tribes Housing Authority, a public corporation body, recorded November 27, 1996 in Volume M96 at Page 37438, Official Records of Klamath County, Oregon, and

**WHEREAS**, Owner has executed, or is about to execute, a Deed of Trust/Mortgage and note in the amount of \$ 90,000.00 dated April 12, 2006 in favor of Fidelity Mortgage, Inc., its successors and/or assigns, hereinafter referred to as "Lender", payable with interest and upon the terms and conditions described therein, which Deed of Trust/Mortgage is to be recorded in concurrently herewith; and

**WHEREAS**, it is a condition precedent to obtaining said loan that said Deed of Trust/Mortgage in favor of Lender 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/Mortgage first above mentioned; and

**WHEREAS**, Lender is willing to make said loan provided the Deed of Trust/Mortgage 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/Mortgage in favor of Beneficiary, and provided that Beneficiary will specifically and unconditionally subordinate the lien or charge of the Deed of Trust/Mortgage in favor of Beneficiary to the lien or charge of the Deed of Trust/Mortgage 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/Mortgage securing the same shall,

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when recorded, constitute a lien or charge upon said land which is unconditionally prior and superior to the lien or charge of the Deed of Trust/Mortgage in favor of Beneficiary.

**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/Mortgage 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/Mortgage in favor of Beneficiary.
- (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/Mortgage in favor of Beneficiary to the lien or charge of the Deed of Trust/Mortgage 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/Mortgages hereinbefore specifically described, any prior agreement as to such subordination including, but not limited to, those provisions, if any, contained in the Deed of Trust/Mortgage in favor of Beneficiary, which provide for the subordination of the lien or charge thereof to another Deed or Deeds of Trust or to another Mortgage or Mortgages.

Beneficiary declares, agrees and acknowledges that:

- (a) Beneficiary consents to and approves (i) all provisions of the note and Deed of Trust/Mortgage 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 is making disbursements pursuant to any such agreement and 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) Beneficiary intentionally and unconditionally waives, relinquishes and subordinates the lien or charge of the Deed of Trust/Mortgage in favor of Beneficiary in favor of the lien or charge upon said land of the Deed of Trust/Mortgage 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/Mortgage in favor of Beneficiary that said Deed of Trust/Mortgage has by this instrument been subordinated to the lien or charge of the Deed of Trust/Mortgage in favor of Lender above referred to.

**NOTICE:** This Subordination Agreement contains a provision which allows the person obligated on your real property security to obtain a loan, a portion or the entirety of which may be expended for other purposes than improvement of the land.

**The Klamath Tribes Housing Authority, a public corporation body, Beneficiary**

BY: Roberta Sexton

Printed Name: Roberta Sexton

ITS: Housing Director

STATE OF Oregon )

COUNTY OF Klamath )

SS:

This instrument was acknowledged before me this 12<sup>th</sup> day of April, 2006, by:

Roberta Sexton, the Director [title] of The Klamath Tribes Housing Authority, a public corporation body.

Lynda L Crocker  
NOTARY PUBLIC

