

NN

## SUBORDINATION AGREEMENT



M06-13880

Klamath County, Oregon

07/10/2006 03:43:58 PM

Pages 2 Fee: \$26.00

The Klamath Tribes Housing Authority  
501 Chiloquin Blvd.

P. O. Box 436, Chiloquin, OR 97624

To  
Mission Hills Mortgage Bankers

3815 S. 6th Street, Suite 140

Klamath Falls, OR 97603

After recording, return to (Name, Address, Zip):

1st - 838976

THIS AGREEMENT dated June 2006

by and between The Klamath Tribes Housing Authority hereinafter called the first party, and Gateway Business Banking DBA Mission Hills Mortgage hereinafter called the second party, WITNESSETH:

On or about (date) August 21, 1996, Dustin A. Lugo and Crystal R. Lugo

, being the owner of the following described property in Klamath County, Oregon, to-wit:

LOT 1, BLOCK 2, OF REPLAT OF BUREKER PLACE, ACCORDING TO THE OFFICIAL PLAT THEREOF ON FILE IN THE OFFICE OF THE COUNTY CLERK OF KLAMATH COUNTY. OREGON

(IF SPACE INSUFFICIENT, CONTINUE DESCRIPTION ON REVERSE)

executed and delivered to the first party a certain Trust Deed

(State whether mortgage, trust deed, contract, security agreement or otherwise)

(herein called the first party's lien) on the property, to secure the sum of \$31,000.00, which lien was:

— Recorded on August 21, 1996, in the Records of Klamath County, Oregon, in book/fee/volume No. M96 at page 25901 and/or as fee/file/instrument/microfilm/reception No. (Indicate which)

— Filed on \_\_\_\_\_, in the office of the \_\_\_\_\_ of \_\_\_\_\_ County, Oregon, where it bears fee/file/instrument/microfilm/reception No. \_\_\_\_\_ (Indicate which)

— Created by a security agreement, notice of which was given by the filing on \_\_\_\_\_ of a financing statement in the office of the Oregon Secretary of State Dept. of Motor Vehicles (Indicate which) where it bears file No. \_\_\_\_\_ and in the office of the \_\_\_\_\_ of \_\_\_\_\_ County, Oregon, where it bears fee/file/instrument/microfilm/reception No. \_\_\_\_\_ (Indicate which)

(Delete any language not pertinent to this transaction)

Reference to the document so recorded or filed is hereby made. The first party has never sold or assigned first party's lien and at all times since the date thereof has been and now is the owner and holder thereof and the debt thereby secured.

The second party is about to loan the sum of \$78,000.00 to the present owner of the property, with interest thereon at a rate not exceeding 16.225% per annum. This loan is to be secured by the present owner's

Trust Deed

(State nature of lien to be given, whether mortgage, trust deed, contract, security agreement or otherwise)

(hereinafter called

the second party's lien) upon the property and is to be repaid not more than 40 days years (indicate which) from its date.

(OVER)

26-F



To induce the second party to make the loan last mentioned, the first party has agreed and consented to subordinate first party's lien to the lien about to be taken by the second party as above set forth.

NOW, THEREFORE, for value received, and for the purpose of inducing the second party to make the loan aforesaid, the first party, on behalf of the first party and also on behalf of the first party's personal representatives, successors, and assigns, hereby covenants, consents and agrees to and with the second party and second party's personal representatives, successors, and assigns, that the first party's lien on the property is and shall always be subject and subordinate to the lien about to be delivered to the second party as aforesaid, and that the second party's lien in all respects shall be first, prior and superior to that of the first party, provided always, however, that if the second party's lien is not duly filed or recorded, or an appropriate financing statement with respect thereto duly filed within 30 days after the date hereof, this subordination agreement shall be null and void and of no force or effect.

It is expressly understood and agreed that nothing herein contained shall be construed to change, alter or impair the first party's lien, except as hereinabove expressly set forth.

In construing this subordination agreement, and where the context so requires, the singular includes the plural, and all grammatical changes shall be made so that this agreement shall apply equally to corporations and to individuals.

IN WITNESS WHEREOF, the undersigned has executed this agreement. If the undersigned is a corporation, it has caused its name to be signed and its seal, if any, affixed by an officer or other person duly authorized to do so by order of its board of directors.

ROI Roberta Sexton  
Housing Director

STATE OF OREGON, County of Klamath ) ss.

This instrument was acknowledged before me on \_\_\_\_\_,  
 by \_\_\_\_\_

This instrument was acknowledged before me on July 5, 2006,  
 by Roberta Sexton

as Director  
 of Klamath Tribes Housing Department

Lynda L. Crocker  
 Notary Public for Oregon  
 My commission expires 6-4-08

